

RTM Meeting
November 9, 2010

REPRESENTATIVE TOWN MEETING NOTICE

All Representative Town Meeting Members and inhabitants of the Town of Westport are hereby notified that a meeting of the Representative Town Meeting members will be held at Town Hall, 110 Myrtle Ave., on Tuesday, November 9, 2010, at 8 p.m. for the purposes listed below. If necessary, the meeting shall reconvene on Tuesday, November 16, 2010 to deal with any agenda items not disposed of at the adjournment of the November 9, 2010 meeting.

1. To take such action as the meeting may determine, upon the recommendation of the Board of Finance, and a request by the Superintendent of Schools for an appropriation of \$154,011 to the 2009-10 Budget, BOE Rentals & Reimbursements Expenditure Account, as follows:

\$113,133 is deemed appropriated in accordance with Section 10-222a of the Connecticut General Statutes; and

\$40,878 is appropriated to fund the cost of union personnel reimbursements.

2. To take such action as the meeting may determine to ratify and approve the Collective Bargaining Agreement between the Town of Westport and the Westport Municipal Employee Union Local 1303-387, Council 4, AFSCME, AFL-CIO for the period July 1, 2009 through June 30, 2014 and to appropriate the sum of \$85,458 to the 2010-2011 fiscal year budget.

3. To take such action as the meeting may determine to ratify and approve the Collective Bargaining Agreement between the Town of Westport and Local 1081, International Association of Firefighters, AFL-CIO, for the period July 1, 2009 to June 30, 2014 and to appropriate the sum of \$52,926 to the 2010-2011 fiscal year budget.

Hadley C. Rose (TP)
Hadley C. Rose, Moderator

This is to certify that I mailed a copy of the above notice, properly prepaid, to each Representative Town Meeting Member on Monday, November 1, 2010, and that I caused a copy of said notice to be published in the Westport News in its edition of Friday, October 29, 2010.

Patricia H. Strauss
Patricia H. Strauss, Town Clerk

RESOLUTIONS

(1)

RESOLVED: That upon the recommendation of the Board of Finance and a request from the Superintendent of Schools, the sum of \$154,011 to the 2009-10 Budget, BOE Rentals & Reimbursements Expenditure Account, to be applied as follows, is hereby appropriated:

\$113,133 is deemed appropriated in accordance with Section 10-222a of the Connecticut General Statutes; and

\$40,878 is appropriated to fund the cost of union personnel reimbursements.

(2)

RESOLVED: That the Collective Bargaining Agreement between the Town of Westport and the Westport Municipal Employee Union Local 1303-387, Council 4, AFSCME, AFL-CIO for the period July 1, 2009 through June 30, 2014 is hereby ratified and the sum of \$85,458 to the 2010-2011 fiscal year budget is hereby appropriated.

(3)

RESOLVED: That the Collective Bargaining Agreement between the Town of Westport and Local 1081, International Association of Firefighters, AFL-CIO, for the period July 1, 2009 through June 30, 2014 is hereby ratified and the sum of \$52,926 to the 2010-2011 fiscal year budget is hereby appropriated.

Approved BOF 10/6/10
To FY 2009-10 Budget:

INTEROFFICE MEMORANDUM

TO: ELLIOTT LONDON
SUPERINTENDENT

FROM: NANCY J. HARRIS
ASSISTANT SUPERINTENDENT FOR BUSINESS

SUBJECT: REQUEST FOR APPROPRIATION - RENTALS & REIMBURSEMENTS

DATE: SEPTEMBER 17, 2010

CC: J. KONDUB, F. MEILAN, RENTALS FILE

a) \$113,133 Appropriation
in accordance with CGS

Section 10-222a

b) \$40,878 Appropriation
(Net of \$154,011 and
\$113,133 above) to
fund union personnel
reimbursements

To RTM 11/9/10

The Board of Education, in accordance with the policy approved by the Board of Education (based on an agreement with the Board of Finance), has authorized the Superintendent to provide written accountings to the Board of Finance (BOF) regarding revenues and expenditures associated with rentals and reimbursements.

I am now submitting the final report on the Rentals and Reimbursement account. The Final Rentals and Reimbursements Statement provides the summary of activity for the two sources of revenue: (1) reimbursement from the teacher's union for 40% of the union president's annual salary and (2) rental fees received for the use of school facilities by outside organizations.

We are, therefore, requesting that the Board of Finance accept the report and make net appropriation adjustments to the Board of Education budget in the amount of \$40,878.00, representing all revenues received from the Westport Education Association in payment of the salary of the president of the teacher's union for the fiscal year. This \$40,878.00 is determined as follows:

Final Action Requested:

Total funds received (7/1/09 – 6/30/10)	\$154,010.73
Funds deemed appropriated	<u>113,132.73</u>
per CGS 10-222a (7/1/09 – 6/30/10)	
Net appropriation request (7/1/09 – 6/30/10)	\$ 40,878.00

This request for appropriations complies with the Fund Accounting Procedure agreed to in 2001 by the Board of Education and the Board of Finance.

NJH:abm
BOF EOY Rentals transmittal

WESTPORT PUBLIC SCHOOL
RENTALS & REIMBURSEMENTS
as of June 30, 2010

	REVENUES RECEIVED 6/30/2010	EXPENDITURE DETAIL	EXPEND- DITURES 6/30/2010	BALANCE TO TOWN
ACCOUNT 848				
WESTPORT EDUCATION ASSOCIATION				
PAYROLL	\$ 40,878.00		\$ 40,878.00	\$ -
PAYMENTS TO VENDORS			\$ 40,878.00	
			\$0.00	
ACCOUNT 852				
OUTSIDE ACTIVITIES & SCHOOL USE				
TOTAL OUTSIDE ACTIVITIES	\$ 113,132.73		\$ 113,132.73	\$ -
PAYROLL			\$ 56,111.86	
BOE staff		\$ 52,389.09		
FICA/MED		\$ 3,722.77		
PAYMENTS TO VENDORS			\$ 57,020.87	
TOTAL	\$ 154,010.73		\$ 154,010.73	\$ -

WESTPORT PUBLIC SCHOOL
RENTALS & REIMBURSEMENTS
as of June 30, 2010

2009-10 RENTAL & REIMBURSEMENTS
REVENUE & EXPENSE DETAIL

REVENUES

CAMP GAN ISRAEL	\$ 49,062.54
WEA	\$ 40,878.00
WYWL CREATIVE ARTS FESTIVAL	\$ 11,670.56
ACADEMY OF DANCE	\$ 7,796.13
CONGREGATION FOR HUMANISTIC JUDAISM	\$ 7,186.01
ALL OTHERS (UNDER \$5,000)	\$ 37,417.49
	<u>\$ 154,010.73</u>

PAYROLL

\$ 96,989.86

VENDOR PAYMENTS

ELECTRICITY	\$ 42,916.73
REFUND TO CAMP GAN ISRAEL FOR ESCROW PAYMENT	\$ 10,000.00
FINGERPRINTING	\$ 3,021.00
MISCELLANEOUS SUPPLIES	\$ 1,083.14
TOTAL PAYMENTS TO VENDORS	<u>\$ 57,020.87</u>

\$ 154,010.73

MEMORANDUM

To: Representative Town Meeting
From: RTM Finance Committee
Date: October 28, 2010
Re: Appropriation Request of \$154,011 to the 2009/10 Budget, Board of Education Rentals & Reimbursements Expenditure Account -- \$113,133 in Accordance with Connecticut General Statue Section 10-222a and \$40,878 to Fund the Cost of Union Personnel Reimbursements

The RTM Finance Committee met on Thursday, October 21st to consider an appropriation request of \$154,011. Presenting for the Board of Education was Superintendent of Schools, Elliott Landon with assistance from the Town's Finance Director, John Kondub.

This appropriation request is nothing more than a bookkeeping entry. The first part of this request (\$113,133) relates to unbudgeted expenditures from the rental of school facilities by community groups and private organizations for expenses such as custodian salaries and utility costs. We are being asked tonight to authorize an appropriation amount which exactly offsets the revenue already received by the Town for these expenses.

The second part of this request (\$40,878) represents 40% of the union president's base salary which is an unbudgeted expenditure, since he only works as a teacher for 60% of the time. The union reimburses the town for 40% of his salary (revenue to the town) in which he is deemed engaged in union activities. As a note, the Board of Education is obligated to cover 100% of his health benefits since he works more than one-half time as a teacher.

The five Committee members present voted unanimously to recommend that the full RTM approve the appropriation request of \$154,011 in the two parts noted above.

Respectfully submitted,

RTM Finance Committee

Michael Rea, Chair
Allen Bomes, Reporter
Michael Guthman
Lois Schine
Jeffrey Wieser



WESTPORT CONNECTICUT

PERSONNEL DEPARTMENT
TOWN HALL, 110 MYRTLE AVENUE
WESTPORT, CT 06880
TELEPHONE (203) 341-1090
FAX (203) 341-1093

BACK UP MATERIAL
RTM ITEM # 2

September 23, 2010

TO: Colin Kelly, President Local 1303-387 WMEU

FROM: Tom Hamilton, Personnel Director

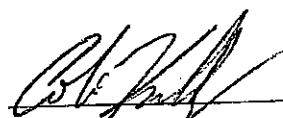
SUBJ: RTM Review of Collective Bargaining Agreement

I recently advised you that we would like to submit the collective bargaining agreement to the RTM for its review at the November meeting rather than the October meeting. This will provide sufficient time for the Town and the Union to review the job study implementation plan.

If you have no objection to the November review please sign and return a copy of this memorandum to me.

Thank you.

Agreed and Accepted

 9/24/10
Date
Colin Kelly Pres. 1303-387

cc. P. Strauss
Floyd Dwyer

Strauss, Patricia

From: Hamilton, Thomas
Sent: Tuesday, November 02, 2010 12:52 PM
To: Joseloff, Gordon; Floyd Dugas (fdugas@bmdlaw.com); McCarthy, Stuart; Strauss, Patricia; Helen Garten (oaktop@optonline.com); 'Mike Guthman'; Kondub, John
Subject: FW: Westport Municipal Employee Union 1303-387 Contract Ratification

To those listed:

Please note the contract ratification by WMEU.

Tom

-----Original Message-----

From: Kelly, Colin
Sent: Tuesday, November 02, 2010 12:19 PM
To: Hamilton, Thomas
Subject: Westport Municipal Employee Union 1303-387 Contract Ratification

Tom,

This message is to inform you that the WMEU 1303-387 held a meeting November 1, 2010. At this meeting the members of WMEU 1303-387 voted to ratify the contract: "Agreement: Between the Town of Westport, Connecticut and Council #4 AFSCME, AFL-CIO Local 1303-387 Westport Municipal Employees Union July 1, 2009 – June 30, 2010".

Thank you,

Colin Kelly

Conservation Compliance Officer
Town of Westport
203-341-1170

Note: There may be minor language changes to this document when it is finalized which will not affect the benefits to employees or the costs to the Town.

AGREEMENT

**BETWEEN
THE
TOWN OF WESTPORT, CONNECTICUT
AND
COUNCIL #4, AFSCME, AFL-CIO**

LOCAL 1303-387

**WESTPORT MUNICIPAL EMPLOYEES UNION
JULY 1, 2009 - JUNE 30, 2013**

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AGREEMENT made this _____ day of October, 2010 by and between the TOWN OF WESTPORT CONNECTICUT (hereinafter referred to as "TOWN"), and COUNCIL #4 AFSCME, AFL- CIO, LOCAL 1303-387, WESTPORT MUNICIPAL EMPLOYEES UNION (hereinafter referred to as "Union.")

WHEREAS, the UNION was organized and designed to maintain and promote a harmonious relationship between the TOWN and its employees covered by this Agreement in order that more efficient and progressive public service may be rendered; and

WHEREAS, the UNION has been recognized by the TOWN as the collective bargaining representative of a unit of employees of the TOWN as more specifically hereinafter set forth; and

WHEREAS, the parties, pursuant to the requirements of the Municipal Employees Relations Act, concluded negotiations in good faith on all matters properly subject to collective bargaining;

NOW THEREFORE, the parties agree as follows:

ARTICLE I RECOGNITION

The TOWN recognizes the UNION as the exclusive representative, for purposes of collective bargaining with respect to wages, hours and other conditions of employment, of all regular full time, and regular part time employees employed by the TOWN in the classifications provided in the Salary Schedules, excluding however, all employees of the Board of Education, all elected officials, all appointed officials filling positions specifically created by the Town Charter, all employees represented in other bargaining units, professional employees, confidential employees, seasonal employees, supervisory employees, and all others excluded by statute. Regular part time employees are defined to include only those employees employed on an annual basis to work twenty (20) or more hours a week on a continuous and regular work schedule. Part time employees employed to work less than twenty (20) hours per week are specifically excluded from coverage of this Agreement. Permanent employees as used hereinafter shall be defined as regular full time and regular part time employees.

ARTICLE II ASSOCIATION DUES/SERVICE FEE

SECTION 1. DUES CHECK-OFF

The TOWN agrees to deduct from the paycheck of each employee who has signed an authorized payroll deduction card a sum certified by the secretary or other authorized official of the UNION, as UNION dues. Deduction will be made from the payroll

periodically as specified on the card and total dues shall be delivered to the treasurer of the UNION. Each deduction shall be made from the first payroll of each month except when the employee is not on the payroll for that period.

The TOWN shall not be responsible for deduction of any member's dues if he/she is not on the payroll during the specific deduction payroll period.

SECTION 2. MAINTENANCE OF MEMBERSHIP

All employees covered by this Agreement, who are members of the UNION in good standing at the time this Agreement is executed and all employees who thereafter become members during the term of this Agreement, including any newly hired employees, shall, as a condition of continued employment, maintain their membership in the UNION for the duration of this Agreement by offering to pay regular monthly dues and other fees levied against all members. Any new employee, at the end of his/her probationary period, shall as a condition of continued employment, become a member of the UNION and pay the regular monthly dues and other fees levied against all members or pay the appropriate service fee. The UNION agrees to save the TOWN harmless for any loss, damage or expense arising from the application of any provision of this Article.

ARTICLE III EMPLOYEE STATUS

SECTION 1. PROBATIONARY PERIODS

- (a) New employees shall have a probationary period of six (6) months after satisfactory completion of which they shall be classified as permanent employees, regular full time or regular part time. During the probationary period an employee may be terminated without cause and without recourse to the grievance and arbitration provisions of this Agreement. New employees shall not be entitled to any benefits during his/her probationary period except for the following: a) holiday pay for those holidays specified in Article VI, Section 1 which may occur during said probationary period, b) earned vacation according to Article VII, Section 1a and c) sick leave earned during the probationary period at the rate of one (1) day per month of employment, Article VIII, Section 1.
- (b) Probationary period for a promotion shall be three (3) months. A promoted employee who fails the three (3) month probationary period shall be returned to his/her former position retaining seniority and employee's original classification and pay grade.

SECTION 2. SENIORITY

Each July 1st the TOWN shall submit to the UNION a list of employees by Department, showing the employee's seniority by time of service within the department/division and with the TOWN. Any probationary period shall be included in determining seniority. The list shall include the employee's classification and pay grade.

SECTION 3. LAYOFFS

- (a) In the event of a reduction in the workforce or the abolishment of a position, the employee with the least seniority within the classification shall be laid off first. The TOWN agrees to place the affected employee or employees in a vacant position provided the employee is qualified for the position. In the event that the vacancy would result in a demotion (reduction in classification and/or Pay Grade), the employee shall have the option to accept the layoff or the demotion. In the case of an employee who accepts a demotion in lieu of layoff, it is understood that such employees shall have his/her seniority rights and recall rights as if he/she had accepted a layoff.
- (b) A laid off employee shall have the recall rights for a period of one (1) year from the date of layoff. Such recall rights shall be based on seniority i.e., last laid off, first reinstated. Recall rights shall apply to the department from which the employee was laid off.
- (c) If a vacancy exists in a department for which no employee is on recall then all laid off employees may apply except that if an employee is on layoff from a position in one department and the same classification in a different department is vacant that employee shall have preference based on seniority. Such recall shall be subject to a three (3) month probationary period.

SECTION 4. DISCIPLINARY ACTION

Disciplinary action shall be administered for just cause and depending on the nature of the infraction may include a verbal or written warning, suspension without pay or discharge. All disciplinary action shall be subject to the grievance procedure.

- a) No permanent employee shall be discharged except for just cause.
- b) In the event of a suspension without pay or a discharge, the employee shall be given the reason therefore, in writing, within seven (7) calendar days, and a copy shall be mailed or given to the UNION.
- c) Any material which may be considered disciplinary in nature or might reasonably be expected to lead to disciplinary action must be reviewed by an employee before it is placed in his/her Personnel File. The employee may submit a written notation regarding any such material and the same shall be attached to the file copy of the material in question.

SECTION 5. NOTICE OF VACANCY AND NEW CLASSIFICATION

Notice of vacancies and/or new positions covered by this Agreement shall be posted on TOWN bulletin boards and sent to the president of the UNION three (3) working days prior to any other public announcements. Such notices shall include job classification, rate range and job requirements, and qualifications for that classification as determined by the TOWN.

SECTION 6. TRANSFER, PROMOTION AND NEW POSITIONS

Present employees who apply for a vacancy or a new position within the bargaining unit shall be considered prior to all other candidates. In filling a vacancy or a new position, qualifications, and departmental and town wide seniority respectively, shall be given

consideration. If an involuntary permanent transfer shall become necessary, the employee with the least classification seniority in the department from which the transfer is being made shall be transferred first. Employees desiring a permanent transfer within the same job classification shall so inform the Personnel Director in writing.

ARTICLE IV HOURS OF WORK

SECTION 1.

Regular part time employees covered by this Agreement shall have their hours of work scheduled by their respective department heads as approved by the First Selectman or his/her designee.

SECTION 2.

The normal workweek for all regular full time employees, except as set forth in Schedule B, shall be a five (5) day, thirty-five (35) hour work week from Monday through Friday. Daily hours for such thirty-five (35) hour employees shall be from 8:30 a.m. to 4:30 p.m. including a one (1) hour lunch period. All other regular full time employees shall work the hours set forth in Schedule "B" to include a one-half (1/2) hour lunch period.

SECTION 3.

Unless otherwise provided in Schedule B, work performed by regular full time employees beyond eight (8) hours in any one (1) day or forty (40) hours in any week shall be compensated at one and one-half (1 ½) times the regular hourly rate or pay. All overtime work must be approved in advance by the department head or his/her designee.

SECTION 4.

Work performed on Sunday will be compensated at two (2) times the regular hourly rate of the employee except for those employees whose regular schedule includes Sunday.

SECTION 5.

Overtime and call lists shall be established, maintained and posted in order that such overtime and call back work be offered to and distributed as equally as possible on a rotating basis within a department or a division by classification. In the event that overtime work is required and all employees on the overtime roster have refused such overtime, the employee first offered the overtime shall be required to perform such work.

ARTICLE V WAGES AND BENEFITS

SECTION 1. WAGES

Annual wages effective for the Fiscal Years 2009/10, 2010/11, 2011/12, and 2012/13; for the classifications covered by this Agreement are set forth in the Wage Schedules, attached as Schedule D. Employees who are paid above the applicable rate for their

classification in the attached Wage Schedules shall receive one-half of the general wage increase in a given year (i.e. one-half of 1.25%, 2.75 and 2.75% for 2010-11, 2011-12 and 2012-13 respectively) until such time as the wage rate set forth in Schedule D for their classification equals or exceeds the employee's individual wage rate.

SECTION 2. PRODUCTIVITY AND SERVICE AWARD

An employee shall be eligible for an award bonus if he/she has met the criteria for the program as described in Schedule C.

SECTION 3. MEDICAL, DENTAL, AND PRESCRIPTION DRUGS

Each regular full time employee who applies shall, during the period of employment by the TOWN, be covered at TOWN cost by:

- (a) Anthem Blue Cross/Century Preferred Plan for the employee and dependents with:
 - (1) \$15 Co-pay per office visit for medical care
 - (2) \$00 Co-pay per Office Visit for Preventative Care According to Schedule
 - (3) \$200 Co-pay per hospital admission.
 - (4) Out Patient Surgery:
 - July 1, 2009 – June 30, 2011, \$50 Co-pay
 - Effective July 1, 2011 – \$100 Co-pay
 - (5) Emergency Room:
 - July 1, 2009 – June 30, 2011, \$50 Co-pay per admission
 - Effective July 1, 2011 – \$100 Co-pay per admission
 - (6) \$50 Urgent Care
 - (7) \$200/\$400/\$500 deductibles.
 - (8) 80/20 coinsurance to \$3500/\$7000/\$8750; 100% thereafter

As an alternative to the above plan, the TOWN shall offer a Health Reimbursement Account (HRA) with a \$1,500 individual deductible and a \$3,000 for two person or family deductible, which deductibles shall be funded 75% by the TOWN.

- (b) Prescription Drug Plan for participants and their dependents with the following copayments:

Effective 7/01/09 the prescription plan shall be:

	Pharmacy (one month supply)	Mail Order (two month supply)
Generic Drugs	\$5.00	\$5.00
Formulary	\$15.00	\$15.00
Non-Formulary	\$30.00	\$30.00
Specialty	\$30.00	\$30.00

Prescription Drug Plan - Specialty Pharmacy Medications

Oral and injectable Specialty Medications, as determined by Express Scripts or a successor carrier, will be covered under the prescription drug plan with a valid prescription and prior authorization. Specialty Medications must meet the carrier's criteria of medical necessity and be the most effective and approved treatment for the prescribed medical condition, as determined by the U.S. Food & Drug Administration (FDA). Specialty Medications are subject to quantity limits based on FDA dosing guidelines.

The co-pays for Specialty Medications are third tier (non-formulary).

The initial prescription for a Specialty Medication, after receiving prior authorization, may be filled at a retail pharmacy. Refills must be obtained from the carrier's Specialty Pharmacy.

Medications dispensed at a physician's office or hospital are not covered by the Prescription Drug Plan. Coverage for these medications is determined by the medical plan.

- (c) The Town will make every effort in connection with the plan to insure the confidentiality of information pertaining to drugs prescribed/used by employees and their dependents.
- (d) The Blue Cross Flexible Dental Plan will be available for Single, Single Plus One, and Family by paying the applicable percentage contribution of the Fully Allocated rate for the coverage selected. The maximum annual payments from the Blue Cross Flexible Dental Plan for each participant shall be \$1,500.
- (e) Each employee shall be entitled to receive \$100 annually towards the cost of eyeglasses.
- (f) Reference to a specific health insurance provider shall be intended solely as a point of reference for benefits, and shall not obligate the TOWN to provide benefits through any particular provider. The TOWN shall have the right to change carriers for, or to self fund, health insurance coverage provided it first notifies the UNION and the new plan is comparable on an overall basis. In the event of a dispute as to comparability of the plan, the matter shall be submitted to arbitration.

SECTION 4. ALTERNATIVE MEDICAL COVERAGE

In lieu of the medical insurance in SECTION 3. a) and SECTION 3. b) above, an employee covered under the HMO designated by the Town may elect to continue such coverage for himself and dependents, or may elect to participate in the Anthem Blue Cross/Blue Shield Century Preferred Plan.

SECTION 5. NEW HIRES AND REGULAR PART-TIME EMPLOYEES

- (a) New hires shall not be eligible for the benefits under SECTION 3 MEDICAL, DENTAL AND PRESCRIPTION DRUGS and SECTION 7 LIFE INSURANCE until the first of the month following the completion of their respective probationary periods.

- (b) Effective October 1, 1997 all new hires upon becoming eligible for health insurance shall be enrolled in the Anthem Blue Cross/Blue Shield Century Preferred Plan.
- (c) Regular part time employees, who apply, shall be eligible for the same plans (Anthem Blue Cross/Blue Shield Century Preferred Plan and Flexible Dental) with the cost of the individual coverage being assumed by the TOWN, but such part time employees shall not be eligible for dependent coverage except at their own expense.

SECTION 6. EMPLOYEE CONTRIBUTIONS

If an employee elects coverage through the preferred provider organization, then effective upon the Parties' ratification of this Agreement each employee shall contribute eight (8%) percent of the Fully Allocated Rate of the plan. All such contributions for health insurance will be exempt from Federal Tax.

Effective July 1, 2011, each employee shall contribute ten (10%) percent toward the cost of said insurance. Effective January 1, 2013, each employee shall contribute thirteen (13%) percent of the cost of said insurance.

If an employee elects coverage through an HRA, effective upon the Parties' ratification of this Agreement, each employee shall contribute seven (7%) percent of the Fully Allocated Rate of the plan. Effective July 1, 2011, each employee shall contribute nine (9%) percent toward the cost of said insurance. Effective January 1, 2013, each employee shall contribute eleven (11%) percent of the cost of said insurance.

SECTION 7. LIFE INSURANCE

The TOWN shall provide and pay for a group life insurance policy for each regular full time and part time employee in an amount equal to one times that employee's base salary, rounded to the nearest one thousand dollars, to a maximum of \$50,000.

SECTION 8.

Upon retirement from the employment of the TOWN, each retiree shall be permitted to continue coverage as available for retired employees under said group medical insurance except that the retiree shall assume the full costs of such coverage except as otherwise provided in the Municipal Employees Retirement Plan; and provided further, that such coverage shall continue only during such period of time as the retiree is not employed elsewhere wherein similar benefits are available.

SECTION 9.

The TOWN shall provide Medicare Coverage for employees over the age of sixty-five (65).

ARTICLE VI

PAID HOLIDAYS

SECTION 1.

Regular full time and regular part time employees shall be paid for and have the following days off as holidays:

Independence Day	Christmas Day
Labor Day	Day before New Year
Columbus Day	New Year's Day
Veterans Day	Martin Luther King Day
Thanksgiving Day	President's Day
Day after Thanksgiving	Memorial Day
Day before Christmas	

SECTION 2.

A regular part time employee shall be paid holiday pay on the basis of his/her average daily hours worked during the previous fiscal year.

SECTION 3.

If any of the listed holidays falls on a Sunday, the following Monday shall be considered the holiday. If a holiday falls on a Saturday, the Friday before shall be considered the holiday. If any of the listed holidays falls on a scheduled vacation day, the employee shall be given an extra day off.

SECTION 4.

Work performed on a holiday shall be compensated at one and one-half (1 1/2) times the regular hourly rate of the employee in addition to holiday pay; or in lieu of such holiday pay the employee may elect to take compensatory time in accordance with FLSA regulations. In no event shall holiday pay exceed two and one-half times the regular rate of pay. Compensatory time off for holiday work will be selected by the employee with the approval of the department head or his/her designee.

SECTION 5.

Employees regularly scheduled to work on Easter Sunday shall be paid at the rate of one and one-half (1 1/2) times their hourly rate for the hours worked that day and shall be given compensatory time off as provided in Section 4 above at straight time for all hours worked.

SECTION 6.

In view of the fact that the regularly scheduled work week may from time to time include Holidays, Civilian Dispatchers shall be paid for twelve (12) full holidays and two (2) half-day holidays per fiscal year, in lieu of additional compensation for working such holidays. Holiday pay shall be distributed on the payroll day immediately preceding the following dates:

- | | |
|---|--------------------|
| - December 1 st (each fiscal year) | Six (6) Holidays |
| - June 1 st (each fiscal year) | Seven (7) Holidays |

ARTICLE VII VACATIONS

SECTION 1.

- a) A permanent employee who has completed one (1) or more years of service as of each July 1st shall receive two (2) weeks vacation with pay. An employee with less than one (1) year of service on July 1st shall receive vacation on a pro-rata basis. An employee who has completed two (2) years of service as of July 1st shall receive three (3) weeks' vacation with pay.
- b) Each employee who has completed eleven or more years of service on June 30th of any fiscal year shall receive the following working days of vacation leave with pay in the next ensuing fiscal year:

Completion of eleven (11) years	Sixteen (16) Working Days
Completion of twelve (12) years	Seventeen (17) Working Days
Completion of thirteen (13) years	Eighteen (18) Working Days
Completion of fourteen (14) years	Nineteen (19) Working Days
Completion of fifteen (15) years	Twenty (20) Working Days
Completion of Twenty-one (21) years	Twenty-one (21) Working Days
Completion of Twenty-two (22) years	Twenty-two (22) Working Days
Completion of Twenty-three (23) years	Twenty-three (23) Working Days
Completion of Twenty-four (24) years	Twenty-four (24) Working Days
Completion of Twenty-five (25) years	Twenty-five (25) Working Days

SECTION 2. WHEN VACATIONS ARE TAKEN

Vacations shall be taken in the fiscal year following the year in which it was earned except that special permission may be granted any employee by the First Selectman to carry over unused vacation from one year only to the next following year. New hire probationary employees may not take earned vacation during their probationary period.

SECTION 3. AT TERMINATION

Any employee who is entitled to earned vacation at the time his/her service is terminated shall receive one (1) days vacation pay for each day of earned vacation.

SECTION 4.

Any employee shall be entitled to earned vacation pay whether or not he/she resigns from his/her position or is discharged for any reason.

SECTION 5.

Regular part time employees who are covered by this Agreement shall receive vacation benefits on a pro-rata basis and shall be paid vacation pay on the basis of his/her

average weekly hours (or average daily hours where applicable) worked during the previous fiscal year.

SECTION 6. ACCUMULATED VACATION AND PAY AT DEATH

In the event of the death of an employee, if the deceased employee has unused or earned vacation time due him/her, his/her spouse shall receive the accumulated time in monetary value. If such employee is not survived by a spouse, such vacation pay shall be paid to his/her estate.

ARTICLE VIII LEAVE PROVISIONS

SECTION 1. SICK LEAVE

Each permanent employee shall be entitled to accumulated sick leave with pay at the rate of one (1) day per month from the date of employment provided, however, the TOWN may require satisfactory proof of illness when sick leave is taken. Up to three (3) days of sick leave may be taken for family illness. Upon the expiration of accumulated sick leave at full pay, employees will be entitled to sick leave at the rate of one half (1/2) pay as follows:

YEARS OF SERVICE	WORKING DAYS AT HALF PAY
0-3 years	30
3 or more	60

This provision for half- pay if an employee has exhausted his/her sick leave at full pay is to ensure that the employee is not left without any compensation while still recuperating from an extended illness. Therefore, the use of sick leave at half-pay shall be limited to the following:

- a) when an employee has been absent due to an extended illness (more than five days).
- b) when an employee has exhausted sick leave at full pay due to an extended illness (more than five days) during the prior twelve months.
- c) when an employee provides medical documentation showing the necessity for periodic absences due to a chronic illness.

Each regular part time employee shall be entitled to sick leave on the same basis except that the compensation therefore shall be based on the average daily hours worked during the previous fiscal year.

SECTION 2. EXTENSION OF SICK LEAVE

The First Selectman for reasonable cause may extend any of the above for not more than three (3) successive twelve (12) day periods if the employee is unable to return to work because of sickness upon expiration of sick leave.

If an employee uses all of his/her sick leave and any extensions and he/she is not eligible to be placed on pension, the First Selectman may grant the employee sick leave without pay for a maximum time of one (1) year. He/she will be reinstated, if he/she is able to return to work before his/her leave terminated, upon physician's certification to perform his/her duties without loss of rank, seniority rights or any privileges.

SECTION 3. INJURY LEAVE UP TO MAXIMUM RECOVERY

Each employee, who is injured or disabled in the performance of his/her duties, shall be entitled for the first ten (10) work days of absence due to injury leave to receive two thirds (2/3) of gross pay and to full pay thereafter (not to be charged to earned sick leave) less Worker's Compensation from the date of injury until such time as he/she is able to return to duty or reaches the point of maximum recovery, whichever comes first. In no event shall such injury leave exceed two (2) years cumulative for an injury. Nothing herein shall affect rights or benefits under existing Workers' Compensation law. If such employee is unable to return to duty, he/she shall be eligible for a disability pension, under the Pension Plan, if qualified.

SECTION 4. FUNERAL LEAVE

- a) Three- (3) working days special leave with pay shall be granted for a death in the immediate family starting with the day of death. Immediate family shall mean wife, husband, sister, brother, father, mother, grandparents, children, grandchildren, mother-in-law, father-in-law, brother-in-law, and sister-in-law.
- b) One (1) day's special leave with pay shall be granted in the event of the death of a relative not included in the definition of immediate family.
- c) Extensions may be given for just cause by the First Selectman or designee.

SECTION 5. DEATH BENEFITS

In addition to any other payments or benefits to which he/she may be entitled, the spouse of any employee who dies during the term of this Contract shall receive the next four (4) weeks pay otherwise due the employee. If such employee is not survived by a spouse, such terminal pay shall be paid to his/her estate.

SECTION 6. PALL BEARER LEAVE

Leave with pay for an employee to act as pallbearer shall be granted upon approval of the First Selectman or designee.

SECTION 7. LEAVE WITHOUT PAY

The First Selectman may grant a leave of absence without pay not to exceed one (1) year to an employee who requests such leave in writing for valid personal reasons. Leave shall not be unreasonably withheld and terms of the leave shall be specified in the letter granting the leave. Leave for other employment shall not be grounds for leave of absence. During a leave of absence, there shall be no accrual of sick leave, vacation or other leave, nor accrual of time for pension purposes. All health benefits and life insurance may be continued at the expense of the employee.

SECTION 8. PERSONAL LEAVE

An employee, except new hires during their perspective probationary periods, with the prior approval of the head of the department (except in an emergency) shall be entitled to three (3) personal leave days in each fiscal year for personal business or for an illness in the immediate family requiring the presence of such employee.

SECTION 9. MILITARY LEAVE

Any employee required to serve on military duty for training because of membership in the National Guard or in the Reserve of the U.S. Armed Forces shall be granted time off to meet the required military obligation, but not to exceed thirty (30) days in any one calendar year. In the event the military base pay for any such duty for training is less than the normal wages from the Town for the same period, said employee shall be paid the difference by the Town

SECTION 10. MATERNITY LEAVE

Maternity leave shall be granted in accordance with state statutes.

ARTICLE IX GRIEVANCE PROCEDURES

The purpose of this procedure is to provide an orderly method of adjusting grievances within the time limits specified. Any employee having a grievance concerning the interpretation or application of any provision of this Agreement may seek adjustment under this grievance procedure by filing a summary, of his/her particular grievance in writing with his/her immediate superior within fifteen (15) calendar days after the occurrence of the grievance or from the date the employee knew or should have known of the incident giving rise to the grievance. The UNION shall have the right to institute or withdraw from any grievance, or to participate at any step of the grievance procedure.

STEP 1. EMPLOYEE TO DEPARTMENT HEAD

The employee and the UNION steward or both shall present to the Department Head all facts available pertaining to the problem. Within seven (7) calendar days the Department Head shall adjust the problem or notify the employee and his/her representative of his/her decision.

STEP 2. TO THE PERSONNEL DIRECTOR

If the employee and the UNION feel there should be further review, the facts pertaining to the problem shall be presented to the Personnel Director in writing by the steward within seven (7) calendar days after a decision is rendered under Step 1. The Personnel Director shall review the problem and discuss it with the employee and his/her representative within seven (7) calendar days render his/her decision in writing.

STEP 3. TO THE FIRST SELECTMAN

If the employee and the Union believe it is necessary, the UNION shall within seven (7) calendar days after a decision is rendered under Step 2, request a meeting with the First Selectman. The First Selectman shall, within seven (7) calendar days thereafter call a meeting of all the parties concerned and the UNION'S Grievance Committee and discuss the problem fully. The First Selectman may render a decision in writing, either at the end of the meeting or within seven (7) calendar days after the meeting to the Representative of the UNION.

STEP 4. ARBITRATION

In the event the employee and the UNION feel that further review is justified, he/she shall within seven (7) calendar days after the First Selectman renders his/her decision file notice of appeal to submit the matter to arbitration by the Connecticut State Board of Mediation and Arbitration. The decision of the Board shall be final and binding on both parties. Each party shall be liable for their own share of expenses and any general expenses of the arbitration not applicable to either party shall be mutually shared by both parties. The Arbitration Board shall not have authority to amend, modify, alter or otherwise change the language of this Agreement. Time limits specified herein may be extended by mutual agreement in writing between the President of the UNION and the First Selectman.

The time limits specified herein may be extended by mutual agreement in writing between the President of the UNION and the First Selectman or his/her designee.

ARTICLE X NO STRIKE — NO LOCKOUT

During the life of this Agreement, there shall be no strike, slowdown, suspension or stoppage of work in any part of the TOWN'S operation by employees or employee, nor shall there be any lockout by the TOWN in any part of the TOWN'S operation

ARTICLE XI MANAGEMENT RIGHTS

Except as otherwise specifically provided in this Agreement, the TOWN reserves all rights of management, whether by statute or otherwise, to direct and control the operation of the TOWN facilities and the TOWN employees, including, but not limited to, the right to: determine the standards of services to be offered by TOWN employees; to determine the standards of selection for Town employment; to direct its employees and to take disciplinary action against them; to relieve its employees from duty because of lack of work or for other legitimate reasons; to maintain the efficiency of governmental

operations; to determine the methods, means and personnel by which the TOWN's operations are to be conducted; to exercise complete control and discretion over its organization and technology of performing its work; subject to bargaining, as may be required under the Municipal Employees Labor Relations Act, to issue rules, policies and regulations, including those effecting working conditions; from time to time to change those rules, policies and regulations and enforce them; to determine work schedules; and to determine the content of job descriptions; and to fulfill all of its legal responsibilities.

ARTICLE XII **ASSOCIATION SECURITY**

SECTION 1.

The President, Vice-President, Secretary and Treasurer of the UNION shall have super-security during their tenure in office in the event of a layoff in their classification. Irrespective of seniority, they shall be the last to be laid off.

SECTION 2.

With the prior approval of the First Selectman, officers of the UNION who are TOWN employees may be granted time off without loss of pay to attend to UNION business up to a maximum of nine (9) days total for all such officers in each year of this Agreement.

SECTION 3.

Up to 3 members of the negotiating Committee shall be excused from duty with full pay to attend negotiations when such negotiations occur during the workday. Caucusing and preparation shall not occur during the workday.

ARTICLE XIII **PENSION PLAN**

- a) The parties agree that the document entitled Retirement Plan for Municipal Employees of the Town of Westport, Connecticut (As Amended and Restated Effective July 1, 2003) shall be incorporated herein, as part of this collective bargaining agreement; provided, however, that such "Retirement Plan for Municipal Employees of the Town of Westport" as amended, shall not be subject to change, modification, reopening or amendment of any kind except by mutual agreement of the parties until June 30, 2014.
- b) The employee contributions to the said Pension Plan shall be 4% for employees covered by this Agreement.
- c) An employee who has accrued unused sick time at his/her retirement date, shall have such unused sick time, to a maximum of sixty (60) days, included in said employees "credited service" under the aforesaid "Retirement Plan for the Town of Westport." Sixty (60) days of accumulated sick time will entitle the employee to three (3) calendar months of credited service for benefit computation. If the employee has less than sixty (60) days in unused sick time prior to his/her

- Retirement Date, no sick time may be included as accredited services for the purpose of Retirement
- d) Employee pension contributions will be tax exempt under Section 414(h) of the Code.

ARTICLE XIV

401(k) PLAN

Employees covered by this Agreement are eligible to participate in the Town's 401(k) program

ARTICLE XV

MISCELLANEOUS

SECTION 1. JURY DUTY

Leave for jury duty shall be granted without loss of pay except that any remuneration received by the employee for such jury duty shall be deducted from his/her pay so that in no event, can the total amount exceed a regular day's pay. The employer reserves the right to have the employee excused from jury duty.

SECTION 2. WORK CLOTHING ALLOWANCE

Individuals assigned to the Survey Crew or Construction Inspection or employed as Engineer I and II, Engineer Aide I and II, Assistant Building Official, Animal Control Officer, Assistant Animal Control Officer, Zoning Inspector, Zoning Enforcement Officer, Conservation Analyst or Conservation Compliance Officer shall receive a work clothing allowance of Four Hundred Dollars (\$400) per year to be expended for appropriate clothing related to their employment and subject to the rules and regulations as may be promulgated by the First Selectman. One-half (1/2) of such allowance shall be paid in July each year and one-half (1/2) in January.

A new employee in any of the aforesaid classifications who is hired after January, in any year, shall receive one-half (1/2) of the allowance in that fiscal year. Civilian Dispatchers shall be provided with uniforms by their Department.

SECTION 3.

Helmets shall be furnished employees on the job wherever overhead hazards exist. Foul weather gear shall be furnished by the TOWN when the job so requires.

SECTION 4. CALL BACK

Unless otherwise provided in Schedule B, an off-duty employee called for emergency work shall be given a minimum of three (3) hours work at one and one-half times his/her regular hourly rate of pay.

SECTION 5. MILEAGE ALLOWANCE

Any employee required to use his/her automobile for TOWN business shall be reimbursed at the same rate as other TOWN employees as determined by the First Selectman.

SECTION 6. EDUCATIONAL REIMBURSEMENT

In the event the First Selectman requires an employee to attend or participate in any course of study or out of town program for purposes of improving job skills, then the TOWN agrees to reimburse such employee for all reasonable costs attendant thereto.

SECTION 7. INFORMATION TO MEMBERS

The TOWN agrees to provide each bargaining unit employee with a copy of this Agreement, a copy of the Retirement Plan, an Annual Statement as of June 30th, setting forth unused accumulated sick leave to that date, and an Annual Statement of the employee's contribution to the Retirement Plan as of June 30th.

SECTION 8. NOTIFICATION TO UNION

The TOWN agrees to notify the Union of the date of hiring, termination, permanent transfer and/or promotion of employees covered by the Contract within thirty (30) days of such occurrence with notification as to classification and rate step and the employee's current salary and pay grade. Any probationary period shall be included in determining length of service.

SECTION 9. SAFETY

Should an employee complain that his/her work requires him/her to be in an unsafe or unhealthy situation in violation of acceptable safety rules, the matter shall be considered immediately by the representative of the TOWN. If the matter is not adjusted satisfactorily, the grievance may be processed according to the grievance procedures of this Agreement.

ARTICLE XVI SAVINGS CLAUSE

If any provision of this Agreement shall be held invalid or unlawful by any tribunal of competent jurisdiction, the remaining provisions of this Agreement shall not be affected thereby.

ARTICLE XVII SUBCONTRACTING

Before the Town enters into any new agreement to subcontract any work that is presently being performed by members of the bargaining unit, it shall discuss with the representatives of the bargaining unit why the Town is contemplating the subcontracting of the bargaining unit's work.

ARTICLE XVIII
DURATION

Except as otherwise provided herein, the effective date of this Agreement shall be the day following approval of this Agreement by the Representative Town Meeting, provided that wages shall be retroactive to July 1, 2010, and retroactivity shall include those employees who retired prior to the effective date of this Agreement. Thereafter, this Agreement shall remain in full force and effect without reopening of any kind through June 30, 2013. It shall continue from year to year thereafter, unless either party gives notice to the other of its intention to change, modify or terminate this Agreement, which notice to the other party must be given in writing prior to November 1st preceding its termination.

FOR THE TOWN OF WESTPORT:

FOR THE UNION:

Gordon Joseloff
First Selectman

President Local 1303-387 WMEU
Council #4, AFSCME, AFL-CIO

Thomas J. Hamilton
Personnel Director

Date

Date

SCHEDULE A

INCREMENT FORMULA

An employee hired prior to January 1st in any fiscal year shall be entitled to a full step in the applicable salary schedule on the following July 1st; an employee hired, between January 1st and March 31st in any fiscal year shall be entitled to a one-half (1/2) step in the applicable salary schedule on the following July 1st and shall be entitled to one and one half (1 1/2) steps the following July 1st; and an employee hired between April 1st and June 30th shall not be entitled to a step increase on the next following July 1st. In no event, shall a step increase be granted until completion of a probationary period nor shall any step increase for any employee exceed the top step of the applicable salary schedule.

SCHEDULE B

The following regular employees shall work the schedule listed below and this shall be considered their normal work schedule:

POSITION:

PARKING LOT ATTENDANT: Forty hours per week, 8:00 a.m. to 4:30 p.m.
Monday through Friday.

ADMIN. SEC. TO CHIEF OF POLICE Thirty five hours per week, 9:00 a.m. to 5:00 p.m.
DATA PROCESSING CLERK
(Tax Collector Office)

ANIMAL CONTROL OFFICER
ASSISTANT ANIMAL CONTROL OFFICER

The Animal Control Officer shall work thirty-five (35) hours per week and the Assistant Animal Control Officer shall work between twenty-five (25) and thirty (30) hours per week as scheduled by the Police Chief. Call back hours for the Animal Control Officer and Assistant Animal Control Officer shall be paid at straight time with a minimum of three (3) hours pay. Hours in excess of 40 hours per week will be paid at one and one half (1-1/2) times the regular rate. Overtime provisions for Sunday work shall not apply.

CIVILIAN DISPATCHER

Employees in this classification shall work on a rotating shift basis for an annual average total of thirty-seven and one-half (37 1/2) hours per week. An employee who works in excess of his/her total hours normally scheduled, during his/her scheduled work period, shall be compensated for such additional hours at the rate of one and one-half (1 1/2) times the regular hourly rate of pay. Two eight hours shifts per week shall be assigned to a part-time Civilian Dispatcher (not a bargaining unit member.)

SCHEDULE C

PRODUCTIVITY AND SERVICE AWARD

Effective July 1 of each fiscal year, employees shall be eligible for an award bonus if he/she has achieved the years of service, sick leave accrual and maximum sick leave usage as shown below:

REQUIRED		Sick Leave Used (July 1 – June 30)	Award**
Years of Service	Accrued Sick Leave		
5 to 9 years	30 days	4 or fewer days	\$100*
	"	5 or fewer days	\$ 90
	"	6 or fewer days	\$ 75
	-0-	0	\$50
10 to 14 years	60 days	4 or fewer days	\$200*
	"	5 or fewer days	\$175
	"	6 or fewer days	\$150
	-0-	0	\$100
15 to 19 years	90 days	4 or fewer days	\$300*
	"	5 or fewer days	\$270
	"	6 or fewer days	\$225
	-0-	0	\$150
20 or more years	120 days	4 or fewer days	\$400*
	"	5 or fewer days	\$350
	"	6 or fewer days	\$300
	-0-	0	\$200

*An additional \$50 bonus shall be awarded to an employee with the required sick leave accrual who has used no sick leave in the Fiscal Year.

**Awards will be disbursed in a lump sum in the first pay period of December in the fiscal year following the year in which it was earned. Such awards shall not be included in calculations for pension purposes. Service shall be calculated as of the July 1st in the Fiscal year in which sick leave usage is calculated (i.e. 7/1/2001 for eligibility in Fiscal Year 2001/02).

SCHEDULE D – SALARY SCHEDULES

WMEA SALARIES		July 1, 2009 - June 30, 2010						0.00%
PG CLASSIFICATION		Step1	Step2	Step3	Step4	Step5	Step6	Step7
I	General Clerk	\$28,577	\$30,005	\$31,507	\$33,079	\$34,736	\$36,472	\$38,301
II	Clerk Typist	\$31,507	\$33,082	\$34,736	\$36,472	\$38,301	\$40,212	\$42,226
	Asst. Animal Ctrl Off							
	Comm. Clerk/Operator							
	Parking Lot Attn.							
III	Assessors Clerk	\$33,081	\$34,736	\$36,472	\$38,301	\$40,212	\$42,223	\$44,335
	Police Records Clerk							
	Asst. Reg. Of Voters							
	Data Entry/Word Proc.							
IV	Account Clerk	\$34,739	\$36,474	\$38,301	\$40,212	\$42,223	\$44,335	\$46,553
	Assessor Tech.							
	Tax Clerk							
	Tax DP Clerk							
	Sr. Asst. Reg. Of Voters							
	Animal Control Officer							
	Account Clerk Finance							
V	ZBA Clerk	\$36,474	\$38,301	\$40,212	\$42,223	\$44,335	\$46,553	\$48,880
	Assistant Registrar of Vital Statistics							
	Engineering Aide II							
	Secretary							
	Bldg. Dept. Clerk							
VI	Admin. Secretary	\$38,641	\$40,573	\$42,605	\$44,733	\$46,968	\$49,317	\$51,782
	Civilian Dispatcher							
VII	Accounts Payable Clerk	\$42,057	\$44,160	\$46,368	\$48,687	\$51,120	\$53,678	\$56,361
	Accounting Aide							
	Asst. Town Clerk							
	Conservation Compliance Officer							
	Engineering Aide I							
	Zoning Inspector							
	Planning Assistant							
VIIA	Asst. Assessor	\$44,939	\$47,184	\$49,544	\$52,021	\$54,623	\$57,356	\$60,220
	Asst. Tax Collector							
VIII	Engineer II	\$48,016	\$50,415	\$52,936	\$55,584	\$58,363	\$61,282	\$64,345
	Zoning Enforce. Off.							
	Engineer Inspector							

GIS Mapping Technician

Accounting Specialist

Accounts Payable Accountant

Conservation Analyst

IX	Engineer I	\$56,231	\$59,044	\$61,996	\$65,096	\$68,355	\$71,768	\$75,362
	Asst. Bldg. Official							

WMEU SALARIES

July 1, 2010 - June 30, 2011

1.25%

<u>PG</u>	<u>CLASSIFICATION</u>	<u>Step1</u>	<u>Step2</u>	<u>Step3</u>	<u>Step4</u>	<u>Step5</u>	<u>Step6</u>	<u>Step7</u>
I		\$27,945	\$29,342	\$30,809	\$32,349	\$33,967	\$35,665	\$37,449
II	Parking Attendant	\$30,600	\$32,130	\$33,737	\$35,423	\$37,194	\$39,054	\$41,006
III	Assistant Animal Control Officer	\$33,507	\$35,182	\$36,941	\$38,788	\$40,728	\$42,764	\$44,902
	Clerical Assistant							
	Assistant Registrar of Voters							
IV	Administrative Assistant I	\$36,690	\$38,525	\$40,450	\$42,473	\$44,597	\$46,827	\$49,168
	Service Assistant I							
V	Administrative Assistant II	\$40,175	\$42,184	\$44,294	\$46,508	\$48,834	\$51,275	\$53,839
	Animal Control Officer							
	Assessor Technician							
	Building Assistant							
	Civilian Dispatcher							
	Engineering Assistant							
	Assistant Registrar of Vital Statistics							
VI	Accounting Assistant I	\$43,992	\$46,191	\$48,502	\$50,927	\$53,473	\$56,146	\$58,954
	Assistant Town Clerk							
VII	Accounting Assistant II	\$48,172	\$50,579	\$53,109	\$55,764	\$58,553	\$61,480	\$64,554
	Conservation Compliance Officer							
	Zoning Official							
	Zoning Enforcement Officer							

VIII	Conservation Analyst Engineer II/GIS Engineer II Planner	\$52,747	\$55,385	\$58,154	\$61,062	\$64,116	\$67,321	\$70,687
IX	Assistant Building Official Engineer I	\$57,759	\$60,647	\$63,679	\$66,862	\$70,206	\$73,716	\$77,403

WMEU SALARIES

July 1, 2011 - June 30, 2012

2.75%

PG	CLASSIFICATION	Step1	Step2	Step3	Step4	Step5	Step6	Step7
I		\$28,713	\$30,149	\$31,657	\$33,239	\$34,901	\$36,646	\$38,479
II	Parking Attendant	\$31,441	\$33,013	\$34,664	\$36,397	\$38,217	\$40,128	\$42,134
III	Assistant Animal Control Officer Clerical Assistant Assistant Registrar of Voters	\$34,428	\$36,150	\$37,957	\$39,855	\$41,848	\$43,940	\$46,137
IV	Administrative Assistant I Service Assistant I	\$37,699	\$39,584	\$41,563	\$43,641	\$45,823	\$48,115	\$50,520
V	Administrative Assistant II Animal Control Officer Assessor Technician Building Assistant Civilian Dispatcher Engineering Assistant Assistant Registrar of Vital Statistics	\$41,280	\$43,344	\$45,512	\$47,787	\$50,177	\$52,685	\$55,319
VI	Accounting Assistant I Assistant Town Clerk	\$45,202	\$47,462	\$49,836	\$52,327	\$54,944	\$57,690	\$60,575
VII	Accounting Assistant II Conservation Compliance Officer Zoning Official Zoning Enforcement Officer	\$49,496	\$51,970	\$54,569	\$57,298	\$60,163	\$63,171	\$66,329

VIII	Conservation Analyst	\$54,198	\$56,908	\$59,753	\$62,741	\$65,879	\$69,172	\$72,631
	Engineer II/GIS							
	Engineer II							
	Planner							
IX	Assistant Building Official	\$59,347	\$62,315	\$65,430	\$68,701	\$72,136	\$75,743	\$79,531
	Engineer I							

WMEU SALARIES

July 1, 2012 - June 30, 2013

2.75%

PG	CLASSIFICATION	Step1	Step2	Step3	Step4	Step5	Step6	Step7
I		\$29,503	\$30,978	\$32,527	\$34,153	\$35,861	\$37,654	\$39,537
II	Parking Attendant	\$32,306	\$33,921	\$35,618	\$37,398	\$39,268	\$41,232	\$43,293
III	Assistant Animal Control Officer Clerical Assistant Assistant Registrar of Voters	\$35,375	\$37,144	\$39,001	\$40,951	\$42,999	\$45,148	\$47,406
IV	Administrative Assistant I Service Assistant I	\$38,736	\$40,673	\$42,706	\$44,842	\$47,083	\$49,438	\$51,909
V	Administrative Assistant II Animal Control Officer Assessor Technician Building Assistant Civilian Dispatcher Engineering Assistant Assistant Registrar of Vital Statistics	\$42,415	\$44,536	\$46,763	\$49,101	\$51,557	\$54,134	\$56,841
VI	Accounting Assistant I Assistant Town Clerk	\$46,445	\$48,767	\$51,206	\$53,766	\$56,455	\$59,277	\$62,241
VII	Accounting Assistant II Conservation Compliance Officer Zoning Official Zoning Enforcement Officer	\$50,858	\$53,400	\$56,070	\$58,874	\$61,818	\$64,908	\$68,153

VIII	Conservation Analyst Engineer II/GIS Engineer II Planner	\$55,688	\$58,473	\$61,396	\$64,466	\$67,690	\$71,075	\$74,628
IX	Assistant Building Official Engineer I	\$60,980	\$64,028	\$67,230	\$70,590	\$74,120	\$77,826	\$81,718

**TOWN OF WESTPORT
and
AFSCME COUNCIL 4, LOCAL 1303-387**

Summary of Settlement

The following is a summary of the material components of the settlement reached between the Town of Westport and the Westport Municipal Employees Union as of August 31, 2010.

1. Term

July 1, 2009 – June 30, 2013

2. Wages

7/1/09 – 6/30/10	0% GWI, Step only
7/1/10 – 6/30/11	Adjustments implemented after 1.25% GWI
7/1/11 – 6/30/12	2.75% GWI plus Step
7/1/12 – 6/30/13	2.75% GWI plus Step

Employees currently paid above their job rate will be red-circled. During the term of the agreement, they will receive one half of the GWI until their rate reaches the new job rate.

3. Health Insurance

A. PPO

<u>Co-pays</u>	<u>Current</u>	<u>New</u>
Office Visit	\$10	\$15
Inpatient Hospital	\$100	\$200
Outpatient Surgery	\$0	\$ 50 7/1/09 - \$100 7/1/11
Emergency Room	\$25	\$ 50 7/1/09 - \$100 7/1/11
Urgent Care	\$25	\$ 50
Rx	\$5/\$10/\$25	\$5/\$15/\$30

Specialty Pharmacy language added, covered as third tier.

B. Health Reimbursement Account (HRA) (optional)

Deductible: \$ 1, 500 individual/\$3,000 family (funded 75% by Town)

C. Contributions

	<u>PPO</u>	<u>HRA</u>
7/1/10	8% (not retroactive)	7% (not retroactive)
7/1/11	10%	9%
1/1/13	13%	11%

Change in carrier language to be added.

4. **Pension Plan**

The single issue of whether new employees shall be eligible only for Defined Contribution Plan, will be submitted to arbitration.

5. **Material Language Changes**

A. Association Security (Art. XII, Section 3) – Added a provision that up to three union officers shall be granted leave from duty with pay to attend negotiations during the workday. Caucusing and preparation shall not occur during the workday.

B. Duration (Art. XVIII) – Added a provision that retroactivity on wages shall be payable to those employees who have retired during the period of negotiation but before the agreement has become effective.

C. Injury Leave up to Maximum Recovery (Article VIII, Section 3) –Decrease time eligible for injury leave with full pay; 2/3 of gross pay up to 10 workdays and full pay thereafter.

D. Grievance Procedures (Art. IX) – Added language that time limits may be extended by mutual agreement.

E. Miscellaneous (Art. XV, Section 8) – Added language that probationary time shall be included in determining length of service.

**Town of Westport WMEU Bargaining Unit
Preliminary Labor Contract Cost- Out
For FYE 6/30/10 through 6/30/13**

BACK UP MATERIAL
RTM ITEM # 2

	Base Period 7/1/2009	Addl Cost 2009-10	Addl Cost 2010-11	Addl Cost 2011-12	Addl Cost 2012-13
Salaries					
Base	2,817,857				
Steps/ Adjustments		54,990	67,243	59,234	30,686
GW			36,208	81,798	87,338
Total		54,990	103,451	141,032	118,024
Health Insurance (10-11 fully allocated rates)	1,185,285	na	(35,016)	(23,707)	(17,780)
Pension Plan Funding (normal cost pr 15%, 09-10 base)	422,678	8,249	15,517	21,155	17,704
Social Security / Medciare (09-10 base)	219,773	4,206	7,915	10,789	9,028
Total	4,645,593	67,445	91,867	149,269	126,976
Amounts previously appropriated		Salaries (54,990) Health Ins (8,249) Pension (4,206)	(20,814) 17,508 (3,103)		
Appropriation Request 2010-11 Budget			85,458		

Prepared by Finance Department 10/21/10 , revised 11/3/10

Tarpey, Colleen

From: Strauss, Patricia
Sent: Wednesday, November 03, 2010 3:24 PM
To: Tarpey, Colleen
Subject: FW: Westport/Fire

From: Idemici@aol.com [mailto:Idemici@aol.com]
Sent: Tuesday, September 21, 2010 11:23 AM
To: Floyd Dugas
Subject: Re: Westport/Fire

Union had no problem with November

Louis P. DeMici
Sent via BlackBerry by AT&T

From: "Floyd Dugas" <fdugas@bmdlaw.com>
Date: Tue, 21 Sep 2010 11:14:07 -0400
To: <LDeMici@aol.com>
Cc: Hamilton, Thomas<thamilton@westportct.gov>
Subject: RE: Westport/Fire

Lou: Any word yet?

From: LDeMici@aol.com [mailto:LDeMici@aol.com]
Sent: Monday, September 20, 2010 2:33 PM
To: Floyd Dugas
Subject: Re: Westport/Fire

checking with the Union

In a message dated 9/20/2010 11:42:34 A.M. Eastern Daylight Time,
fdugas@bmdlaw.com writes:

Due to the need to cost out the settlement, provide a summary etc., the Town is not likely to be able to place the contract before the RTM until its November meeting. Please let me know ASAP if you see this as a problem.

Floyd

Floyd J. Dugas, Esq.
Berchem, Moses & Devlin, P.C.
75 Broad Street
Milford, Connecticut 06460
Tel: 203-783-1200
Fax: 203-882-0045
fdugas@bmdlaw.com

Note: There may be minor language changes to this document when it is finalized which will not affect the benefits to employees or the costs to the Town.

BACK UP MATERIAL
RTM ITEM # 3

**CONTRACT BETWEEN
THE TOWN OF WESTPORT
AND
LOCAL # 1081
INTERNATIONAL ASSOCIATION OF FIREFIGHTERS,
AFL-CIO**

JULY 1, 2009 - JUNE 30, 2013

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The following Contract, effective July 1, 2009 (except as otherwise specifically provided herein) by and between the TOWN OF WESTPORT, hereinafter called the "TOWN" and LOCAL 1081, INTERNATIONAL ASSOCIATION OF FIREFIGHTERS, AFL-CIO, hereinafter called the "UNION" is designed to maintain and promote a harmonious relationship between the TOWN and its employees who are within the provisions of this Contract in order that more efficient and progressive public service may be rendered. It is mutually agreed as follows:

ARTICLE I RECOGNITION

The TOWN recognizes the UNION as the exclusive representative of the uniformed Firefighters, Fire Prevention Inspectors, Lieutenants and Fire Department Mechanic. Excluded from this agreement are the Fire Chief, Deputy Chief of Operations, Fire Marshall, and the Assistant Chiefs.

ARTICLE II EMPLOYEE STATUS

SECTION 1. PROBATIONARY PERIODS

- a) All newly hired employees shall be subject to a probationary period which shall continue until the earlier of the date which is (i) one year from the date the employee graduates from the academy, and (ii) eighteen months from their date of hire. A probationary employee may be summarily dismissed without a hearing. Any employee promoted to a higher job grade shall be subject to a probationary period of six (6) months; and if found to be unsatisfactory during such period, shall be reinstated to his/her previous position or equivalent without loss of seniority, rank, grade or pay of his/her previous position. Any new employee who has satisfactorily completed his/her probationary period shall be deemed to be a permanent employee.
- b) The probationary period for all employees promoted to the position of Fire Inspector shall be one (1) year, during which said employees shall attain proper certification as Fire Inspectors by satisfactorily completing the prescribed courses.

SECTION 2. SENIORITY

- a) Department seniority shall mean the total length of continuous service as a full-time employee in the Westport Fire Department. An employee's length of continuous service shall not be reduced by time lost due to sick or injury leave, or any approved leave of absence or authorized absence. Completed probationary periods shall be included as continuous service.

- b) Rank seniority (Lieutenant and Inspector) shall mean total length of continuous service of an employee as an appointee to a rank including any completed probationary period for that rank. No employee shall acquire rank seniority for any period served in an acting (temporary) capacity. During such temporary service, he/she shall continue to accrue rank seniority in his/her permanent rank.
- c) In the event of a workforce reduction in the required personnel of any rank, (Lieutenant and Inspector) rank seniority shall prevail, i.e. the employee with the least seniority in the rank to be reduced shall be the first to be reduced from that rank. A Lieutenant or Inspector reduced in rank as a result of workforce reduction shall be entitled to reinstatement to the applicable rank in the event of a subsequent vacancy in said rank irrespective of any eligibility list currently in effect.
- d) Should any two (2) or more employees have the same date of appointment or promotion, the employee who placed higher on the eligibility list from which such appointment or promotion was made, shall have the higher rank seniority.
- e) In the event of a need to reduce the number of employees in the firefighter classification by lay-off, such lay-off shall be in reverse order based on Department Seniority, and said laid off employee shall have recall rights for two (2) years from the date of lay-off and shall be recalled in the inverse order of lay-off, e.g. the last employee laid off shall be the first entitled to recall. Department Seniority earned prior to the lay-off shall be retained.

The recalled employee shall convey (his, her) intent to return to work within one (1) week after notification is given to the last known address of the employee. The recalled employee shall be willing to return to work within two (2) weeks of notice of recall. For the purpose of insuring that the recalled employee is able to perform the duties of the job, the Town reserves the right to send an employee that has been separated from the department for more than one (1) year for a medical evaluation, and or, physical agility exam prior to the employee returning to work.

- f) Each June 30th, during the life of this agreement, Department and Rank seniority lists will be published and posted on the official department bulletin board(s).
- g) In all promotional examinations, seniority shall be given consideration adding to the final grade of each candidate who receives a passing grade, one-quarter (1/4) point for each year of service which such candidate has with the department on the closing date of the application for such promotional examination.

ARTICLE III DISCIPLINARY ACTION

SECTION 1. DISMISSAL

If action is taken by the First Selectman to remove an employee as provided by Chapter 3, Section 5 of the Westport Town Charter, and in the judgment of the employee this action is taken without cause, he may ask the First Selectman to meet with the UNION's Grievance Committee for the purpose of resolving the dispute. If no agreement is reached between the First Selectman and the UNION with respect to the action of the First Selectman, either party may not later than ten (10) days after the final determination by the First Selectman, submit such dispute to the Connecticut State Board of Mediation and Arbitration. If the First Selectman makes no final determination concerning the removal for a period of forty-five (45) days after the hearing, if one is requested, either party may thereafter submit such dispute to the Connecticut State Board of Mediation and Arbitration. The decision of the Board shall be binding on all parties. Nothing contained herein shall prevent any employee from representing himself/herself in these appeal proceedings. The time limit provided for herein may be extended by written agreement signed by all parties.

SECTION 2. SUSPENSION AND DEMOTION

No permanent employee shall be suspended, reduced in rank, disciplined, or terminated, except for just cause.

Whenever in the judgment of the First Selectman, the work, performance, or conduct of a permanent employee justifies such action, said First Selectman may suspend such employee without pay, demote him/her to a lower rank and a lower rate of pay.

The Fire Chief and/or Deputy Fire Chief may temporarily suspend a permanent employee for not more than three (3) days, after twenty-four (24) hour notification to the employee. If any employee is so disciplined, and in the judgment of such employee this action is taken without just cause, he/she may, no later than seven (7) days after the date of such action, appeal in writing to the First Selectman to have the action rescinded and/or have the severity of the punishment reduced.

Within seven (7) days after receiving such appeal, the First Selectman shall arrange a meeting with the employee and/or the Union's Grievance Committee and they shall meet for the purpose of resolving this dispute. If filed, the Board shall hear the dispute and render a decision which shall be final and binding on all parties. Said Board of Mediation and Arbitration shall have the power to uphold the action of the Town, or to rescind or modify such action, and such power shall include, but shall not be limited to the right to reinstate a suspended employee with full back pay. Nothing contained herein shall prevent any employee from representing himself/herself in these appeal procedures through Step 2 of the Grievance procedure. If said employee is dissatisfied with the results of such meeting, he/she may petition his Union's Grievance Committee

to file the matter within 10 days to the Connecticut State Board of Mediation and Arbitration since only the Union has standing with the Board. The time limits specified herein may be extended by written agreement signed by all parties. Nothing herein contained shall restrict the right of the First Selectman to make a reduction of the work force through layoff of permanent employees whenever lack of work or lack of funds makes such action necessary, provided that such layoff shall be made in the reverse order from the appropriate seniority list.

ARTICLE IV GRIEVANCE PROCEDURE

SECTION 1.

Should any employee or group of employees feel aggrieved concerning the interpretation and/or application of any provision of this Agreement, adjustment shall be sought under this Article.

STEP 1

The employee or the UNION shall submit such grievance in writing to the Fire Chief setting forth a full explanation of the grievance. Within fifteen (15) business days excluding holidays and weekends after said department head receives such grievance, the Chief shall meet with the aggrieved employee or the UNION, whichever submitted the grievance, for the purpose of adjusting or resolving the grievance.

STEP 2

If such grievance is not resolved by the department head to the satisfaction of the employee or the UNION within five (5) days excluding holidays and weekends after such meeting, the employee or the UNION may present such grievance in writing within seven (7) days excluding holidays and weekends thereafter to the First Selectman. Within seven (7) days, excluding holidays and weekends, after the First Selectman receives such grievance, he/she shall meet with the aggrieved employee or the UNION, whichever submitted the grievance, for the purpose of adjusting or resolving such grievance.

STEP 3

If the grievance is not adequately resolved to the satisfaction of the parties after steps (1) and (2) above have been completed, the party seeking arbitration must submit the dispute within thirty (30) calendar days after receiving the First Selectman's decision, for arbitration by the Connecticut State Board of Mediation and Arbitration. Said Board shall hear and act on such dispute in accordance with its rules and render a decision which shall be final and binding on all parties. Nothing contained herein shall prevent the parties from agreeing to submit such dispute to arbitration by an arbitrator other than the State Board of Mediation and Arbitration.

SECTION 2.

The time limits provided for herein may be extended by written agreement signed by all parties.

SECTION 3.

If an aggrieved employee or group of employees fails to file a grievance under this Article within fifteen (15) business days excluding holidays and weekends of the event leading to the grievance or from the date on which the Grievant should have been aware of the grievance, then such grievance shall be deemed waived for all purposes.

**ARTICLE V
WORK WEEK****SECTION 1. HOURS OF WORK**

- a) The schedule shall consist of 24 hour shift tours of duty. See Schedule C for specific details
- b) The work week for the Fire Prevention Inspectors shall be forty (40) hours on a schedule of four (10) hour days; 7:30 am to 5:30 pm either Monday - Thursday or Tuesday - Friday. The Fire Chief shall retain the right to modify this schedule for emergency purposes without advance notice. It is also agreed that during the period of a four (4) day per week schedule, the Chief may, upon 15 days notice, require Inspectors to work one (1) day per month on a modified continuous ten (10) hour schedule for inspection purposes.
- c) The work week for the Department Mechanic shall be forty (40) hours per week. The Department Mechanic shall work Monday through Friday from 8:30 a.m. to 4:30 p.m. The Fire Chief shall retain the right to modify this schedule within reason.

**ARTICLE VI
MANPOWER****SECTION 1.**

In order to protect the health and safety of the employees, whenever the manpower on duty on any platoon falls below the applicable manpower standard hereinafter established, such shortage shall be filled by overtime work in accordance with Article VII of this Agreement.

SECTION 2.

There shall be a minimum of fourteen (14) employees including eleven (11) firefighters, one (1) Assistant Chief or Deputy Chief of Operations or Acting Captain and two (2) Fire Lieutenants or Acting Lieutenants on duty at all times. In the event that the Department provides mutual aid to another Department or community, upon arrival at an incident or station, the Fire Officer shall determine if such aid will extend beyond one (1) hour from dispatch time. If aid is expected to extend beyond one (1) hour from dispatch time, the Department shall hire replacement personnel.

ARTICLE VII OVERTIME

SECTION 1.

- a) Whenever any employee works in excess of his/her regularly assigned work week or work schedule as provided for in Article V, for the purpose of restoring manpower strength pursuant to Article VI he/she shall be paid at one and one half times (1 ½) his/her regular hourly rate for each such overtime, hour worked. Fire Inspectors shall be paid at these premium rates for hours worked in excess of regularly scheduled shifts for customary duties of the Fire Marshal's Office.

These premium rates shall apply to hours worked in excess of the regular work schedule in any pay period, for restoring manpower strength, emergency holdover and additional manning for emergency purposes. The computation of hours worked shall include vacation leave and exclude time on sick leave and all other leaves.

When any employee is required to work overtime for any other reason he/she shall be paid at his/her regular hourly rate for the hours actually worked; except that, if he/she is required to report back to work to perform such overtime work, he/she shall be paid at his/her regular hourly rate for four (4) hours or for the actual number of overtime hours worked, whichever is greater.

- b) All overtime, shall be paid in accordance with the Fair Labor Standards Act as amended and in effect April 15, 1986.
- c) The work period used to determine overtime payments under the Fair Labor Standards Act shall be fifteen (15) days.
- d) Overtime shall be hired in 12 hour shifts: 0700-1900 and 1900-0700. Overtime shall be hired beginning at 0530 for the overtime shift beginning at 0700, and hired beginning at 1630 for the shift beginning 1900.

SECTION 2.

The Fire Chief shall establish one (1) overtime roster consisting of all Firefighters, and one (1) overtime roster consisting of all Fire Lieutenants. Whenever overtime work is required to restore manpower strength pursuant to Article VI, it shall be rotated among the employees on the appropriate roster.

Nothing contained herein shall prevent any employee from exchanging places on the overtime roster, provided that such exchange is initiated by the employee with the higher standing on the roster, and further provided that he/she has offered to make such exchange with the employees on such roster in the order that their names appear thereon.

Overtime work performed to restore manpower strength pursuant to Article VI shall be worked by an employee from the Firefighter's roster, if it is a Firefighter who is last to report off duty; and it is his/her absence which brings the manpower on duty below the applicable manpower standard. If it is a Fire Lieutenant or Acting Fire Lieutenant, who is last to report off duty, and it is his/her absence which brings the manpower on duty below the applicable manpower standard, the overtime work thereby required shall be worked by an employee from the Fire Lieutenant's overtime roster, except as provided for in Article XVIII, Section 2 hereof. It is agreed, however, that a Firefighter shall never serve in a platoon in an acting capacity above a Fire Lieutenant or Acting Fire Lieutenant.

SECTION 3.

For purposes of this Article, any employee, when serving in an acting capacity in a higher classification for a period of eight (8) consecutive calendar weeks or less shall not be considered as holding such classification.

It is agreed that in the event an Assistant Chief is expected to be absent for a period of two weeks or longer, the Chief may appoint a Captain. Such appointment will be made in rank order from the last established Assistant Chief eligibility list, for the period of the absence. In the event no such eligibility list exists, the Chief may appoint a Lieutenant, such appointment will be made in rank order based on seniority to the ranking of Captain for the period of absence.

The Captain will be governed by all other terms and conditions of the collective bargaining agreement in effect between the Town of Westport and the Union.

SECTION 4.

If an employee works less than twenty (20) minutes beyond the end of his/her tour of duty, that employee shall receive no overtime pay for such work. If an employee works twenty (20) or more minutes in the first hour beyond the end of his/her tour of duty; performing the duties of a Firefighter or Inspector, that employee shall be paid for one (1) hour at his/her regular or premium hourly rate, whichever applies. In each hour thereafter he/she shall not be paid additional overtime for such additional hour if he/she works less than twenty (20) minutes in such hour, but shall be paid for the full hour at his/her regular or premium hourly rate, whichever applies, if he/she works twenty (20) or more minutes in such hour.

SECTION 5.

The regular hourly rate of pay shall be computed by dividing the individual employee's base annual wage (including allowances for college credit and the Master Firefighters Program) by 2184 hours for those on the 42-hour work week and by 2080 hours for those on the 40-hour work week. In addition, holiday pay as defined in ARTICLE VIII

SECTION 1 (HOLIDAYS) shall be included solely for the limited purposes of complying with the overtime requirements of the Fair Labor Standards Act as provided in SECTION 1 (b) above as may be applicable to Firefighters under the statute, its interpretations and the U.S. Supreme Court decision in the case of (Garcia v. The San Antonio Metropolitan Transit District (1985).

ARTICLE VIII PAID HOLIDAYS

SECTION 1.

In each fiscal year, each employee shall receive holiday pay for each of the following holidays:

Independence Day
Labor Day
Columbus Day
Veteran's Day
Thanksgiving Day
Christmas Day
New Year's Day

Martin Luther King Day
Lincoln's Birthday
Washington's Birthday
St. Patrick's Day
Good Friday
Memorial Day

Holiday pay for employees who regularly perform firefighting duties shall be computed by multiplying his/her regular hourly rate by 12 hours; and for Fire Inspectors and the Mechanic, the pay shall be computed by multiplying his/her regular hourly rate by 8 hours.

SECTION 2.

If the President, Governor or Selectman shall declare a holiday and all other Town employees (other than Board of Education employees) have the day off, employees of the Fire Department shall be entitled to a day off to be taken as may be determined by the Chief, subject to the needs of service.

SECTION 3.

In lieu of time off on Lincoln's Birthday, each Fire Prevention Inspector and the mechanic shall take one-half (1/2) day off before Christmas and one-half (1/2) day off before New Year's Day; however, holiday pay shall be received for Lincoln's Birthday and not for the two half days.

SECTION 4.

Training shall not take place during the following holidays: Christmas Day, Thanksgiving, New Years' Day, Independence Day and Memorial Day.

ARTICLE IX VACATIONS

SECTION 1.

In each fiscal year, each permanent employee who has completed one (1) year or more, but less than eleven (11) years of service on June 30th shall be entitled to fifteen (15) working days of vacation leave with pay in the next ensuing fiscal year. Thereafter each employee who has completed eleven (11) or more years of service on June 30th of any fiscal year shall receive the following working days of vacation leave with pay in the next ensuing fiscal year.

Completion of eleven (11) years	sixteen (16) working days
Completion of twelve (12) years	seventeen (17) working days
Completion of thirteen (13) years	eighteen (18) working days
Completion of fourteen (14) years	nineteen (19) working days
Completion of fifteen (15) years	twenty (20) working days

Effective July 1, 1999

Completion of twenty (20) years	twenty-one (21) working days
Completion of twenty-one (21) years	twenty-two (22) working days
Completion of twenty-two (22) years	twenty-three (23) working days
Completion of twenty-four (23) years	twenty-four (24) working days
Completion of twenty-four (24) years	twenty-five (25) working days
Completion of twenty-five (25) years	twenty-five (25) working days

SECTION 2.

If any employee has less than the required full year of employment prior to the close of the fiscal year, he/she shall be credited with earned vacation time which may be scheduled upon the completion of his/her probationary period as follows:

Number of full months of service divided by 12 x 15 days.

SECTION 3.

Any employee who is entitled to vacation leave at the time his/her service terminates shall receive one (1) day's vacation pay for each day of such unused leave. In the event that an employee is entitled to vacation leave at the time of his/her death, his/her spouse shall receive vacation pay on the same basis as that to which the employee is entitled in the case of termination. If such employee is not survived by a spouse, such vacation pay shall be paid to his/her estate.

SECTION 4.

Employees may select and take their vacation leave at any time during the fiscal year, except that the Chief shall have the right to limit the number of employees per platoon who may be on vacation leave at the same time to two (2) Firefighters and one (1) Lieutenant.

SECTION 5.

In the event of a conflict concerning the choice of vacation leave, preference shall be given on the basis of rank and seniority, except that when an employee splits his/her vacation, his/her rank and seniority shall not apply to a second choice of vacation leave if it is in conflict with another employee's first choice of vacation leave, and shall not apply to his/her third choice of vacation leave if it is in conflict with another employee's second choice of vacation leave and so on. Each employee who splits his/her vacation shall identify his/her order of preference for each portion of such vacation leave.

ARTICLE X SICK LEAVE

SECTION 1. ENTITLEMENT

Each present employee hired prior to July 1977, shall be entitled to any unused sick leave accumulated under any previous agreements and shall continue to accumulate sick leave at the rate of one (1) day per month and, upon exhausting accumulated sick leave, shall be entitled to an additional ninety (90) days at half (1/2) pay during the balance of his/her employment under this Agreement.

SECTION 2. USAGE

Each employee hired on or after July 1, 1977 shall be allowed to accumulate sick leave as set forth above, however said employees shall be advanced twelve (12) sick days upon employment and shall be entitled to an additional ninety (90) days at half (1/2) pay. In the event an employee uses sick leave in advance and is terminated, the Town may require him/her to pay back such leave costs.

SECTION 3. EXTENSIONS

The First Selectman for reasonable cause may extend any of the above for not more than sixty (60) days if the employee is unable to return to work because of sickness or disability upon expiration of his/her sick leave.

SECTION 4. SICK LEAVE WITHOUT PAY

If any employee uses all of his/her sick leave and any extensions, and is not eligible to be placed on pension, he/she will be placed on sick leave without pay to a maximum time of one (1) year. He/she will be reinstated if able to return to work before this leave terminates, without loss of rank, seniority, rights or any privileges.

ARTICLE XI INJURY LEAVE

SECTION 1.

Each employee who is injured or disabled in the performance of duty shall be entitled to injury leave with the equivalent of full pay adjusted for any Workers' Compensation

Insurance from the date of injury until such time as he/she is able to return to duty or reaches the point of maximum recovery, whichever comes first. In no event shall such injury leave exceed two (2) years. Any such employee unable to return to duty shall be eligible for a disability pension, if qualified.

SECTION 2.

The TOWN shall pay the hospital, medical and drug expenses in excess of reimbursement made to the employee by Workers' Compensation, liability insurance or other payments for each employee who is injured or disabled in the performance of duty.

SECTION 3.

Any condition or impairment of health caused by hypertension or heart disease resulting in total or partial disability to an employee shall be governed by Section 7-433(c) of the Connecticut General Statutes.

SECTION 4.

Each employee released for Light Duty shall notify the Fire Department of his light duty status within forty-eight (48) hours. The Light Duty program shall be administered in accordance with Schedule D hereto.

ARTICLE XII FUNERAL LEAVE

Each employee shall be granted leave with pay in the event of a death in the immediate family. Such leave shall start on the day of death and continue through and include the day of burial, except that in no event shall such leave exceed three (3) days commencing with the day of death. For the purposes of this Article, the term "immediate family" shall mean and include the following: Mother, Father, Mother-in-law, Father-in-law, Sister-in-law, Brother-in-law, Sister, Brother, Spouse, Child, Grandparents and Grandchildren, and any relation of an employee in residence with such employee. Each employee shall be granted leave with pay for one (1) day to attend the wake or the funeral in the event of a death of any other close relative not mentioned in this Article such as an Aunt or Uncle.

ARTICLE XIII MISCELLANEOUS LEAVE

SECTION 1.

If illness within his/her household should make it necessary for an employee to be absent from duty, such employee shall be granted leave with pay for this purpose for a period not to exceed one (1) working day for any one illness, and such time off shall be charged against such employee's sick leave. Such leave shall be limited to two (2) occurrences per family member per year. Leave for the purpose herein described may

be extended by the Fire Chief provided such extended leave shall also be charged against such employee's sick leave.

SECTION 2.

An employee shall be granted leave of absence without pay if drafted for military service or if he/she enlists for military service during periods of national emergency. Such employee shall be reinstated upon written request to the position or its equivalent which he/she held at the time such leave was granted without loss of seniority rights or privileges, provided that such request is made within three (3) months of the date on which he/she is released from active duty with an honorable discharge. An employee who serves in the Armed Forces Reserve Training Program shall be granted leave for this purpose to a maximum of thirty (30) days per year. For the period of this leave, the employee shall be paid his/her regular salary (base pay plus college credits) less any military pay received.

SECTION 3.

The First Selectman, with the approval of the Fire Chief, may grant leave of absence without pay for a period not to exceed one (1) year to any employee who requests leave for personal reasons. Upon the expiration of such leave of absence, or earlier if so requested by such employee, he/she shall be reinstated to the position held at the time leave was granted. Said leave shall not be taken for the sole purpose of other employment. It is understood that during leave the employee may retain all insurance benefits only at his/her expense and that during such leave there will be no additional accrual of sick leave or vacation.

ARTICLE XIV TERMINAL PAY TO SURVIVORS

In addition to any other payments or benefits to which he/she may be entitled, the spouse of any employee who dies during the term of this Contract shall receive the next four (4) weeks pay otherwise due such employee. If such employee is not survived by a spouse, such terminal pay shall be paid to his/her estate.

ARTICLE XV PROTECTION FOR EMPLOYEES WHEN RESPONDING TO FIRES IN THEIR PERSONAL AUTOMOBILES

The TOWN agrees to save an employee harmless from any claim for damages to person or property and to pay for damages to an employee's automobile, not otherwise covered by insurance, resulting from an accident which occurs when an employee is en route to or returning from a fire or other emergency in his/her own automobile, provided that the TOWN shall not be liable for such damages if the accident was caused by willful negligence on the part of such employee.

ARTICLE XVI UNIFORMS AND PROTECTIVE CLOTHING

SECTION 1.

The TOWN at its expense shall continue to furnish to each permanent employee a new dress uniform, badge, overcoat and cap with badge; and shall furnish at its expense to each probationary and to each permanent employee two (2) complete sets of protective clothing of good quality and condition including coats, pants, suspenders, helmets, boots, steel inner soles and gloves. The above specified uniforms, clothing and equipment shall be replaced whenever necessary at no cost to the employees except when lost or damaged by willful negligence of the employee.

SECTION 2.

The TOWN shall, on or about, the first day of each fiscal year, allow the following work clothing allowances:

Firefighter, Mechanic	\$600.00
Inspector, Lieutenant	\$650.00

ARTICLE XVII INSURANCE

SECTION 1.

The TOWN shall provide and pay for the following insurance coverage:

- a) Blue Cross Century Preferred Plan for an employee plus eligible dependents with:
 - 1) \$15 Co-Pay per Office Visit for Medical Care
 - 2) \$00 Co-Pay per Office Visit for Preventative Care According to Schedule
 - 3) \$200 Co-Pay per Hospital Admission
 - 4) \$50 Co-Pay for Out Patient Surgery; \$100 effective July 1, 2011
 - 5) \$50 Co-Pay per admission for Emergency Room; \$100 effective July 1, 2011
 - 6) \$50 Co-Pay for Urgent Care
 - 7) \$200/\$400/\$500 deductibles
 - 8) 80/20 co-insurance to \$3500/\$7000/\$8750; 100% thereafter
 - 9) Prescription Drug excluded
- b) Express Scripts Prescription Drug Plan is only available for Blue Cross Century Preferred participants and their dependents.

The co-pays for the Express Scripts Prescription Drug Plan will be as follows:

	30 Day Retail	60 Day Mail Order
Generic	\$5.00	\$5.00
Formulary	\$15.00	\$15.00
Non- Formulary	\$30.00	\$30.00

Specialty Pharmacy

Prescription Drug Plan - Specialty Pharmacy Medications

Oral and injectable Specialty Medications, as determined by Express Scripts or a successor carrier, will be covered under the prescription drug plan with a valid prescription and prior authorization. Specialty Medications must meet the carrier's criteria of medical necessity and be the most effective and approved treatment for the prescribed medical condition, as determined by the U.S. Food & Drug Administration (FDA). Specialty Medications are subject to quantity limits based on FDA dosing guidelines.

The co-pays for Specialty Medications are third tier (non-formulary).

The initial prescription for a Specialty Medication, after receiving prior authorization, may be filled at a retail pharmacy. Refills must be obtained from the carrier's Specialty Pharmacy.

Medications dispensed at a physician's office or hospital are not covered by the Prescription Drug Plan. Coverage for these medications is determined by the medical plan.

Note: Formulary drugs are defined from time to time by the Express Scripts Provider.

- c) In lieu of the medical a) and b) above, an employee currently covered under the HMO designated by the TOWN may elect to continue such coverage for himself and dependents until the earlier of their eligibility for coverage under Medicare or their ineligibility for coverage under the HMO. Alternatively, eligible participants, i.e. active employees under age 65 who are covered by the HMO designated by the TOWN shall be permitted to enroll in the Blue Cross Century Preferred Plan on July 1 of any year of continued eligibility. In addition, employees may enroll in the TOWN Health Reimbursement Account (HRA), summarized in Appendix A attached, with the following annual deductibles which shall be funded by the TOWN 75% with the employee responsible for the balance:

\$1,500 individual
\$3,000 two person/family

- d) Blue Cross Flexible Dental Plan shall be provided for covered members and their families.
- e) All new hires upon becoming eligible for health insurance shall be enrolled in the BC Century Preferred Plan.
- f) Any change in medical insurance benefits will be done only after a meeting with the Executive Board of the Union and agreement on the benefits being comparable to the current medical benefits. In the event of disagreement as to the comparability of the medical benefits, the matter shall be submitted directly to arbitration in accordance with Article IV, Section 2, and Step 3.
- g) If an employee proves that he/she is paying for similar coverage for hospital and medical service as set forth in this Section, at his/her option, the TOWN shall disburse to that employee the amount of his/her cost for premiums for such insurance but not to exceed the TOWN's premium costs under the existing plan as if he/she were covered thereby; and the TOWN thereafter shall be relieved of its responsibility to provide such coverage.

SECTION 2.

The TOWN shall continue to provide and pay for the Volunteer Fire Company Blanket Accident Policy for each employee.

SECTION 3.

The TOWN shall provide and pay for a Group Life Insurance Policy for each employee equal to that employee's annual base salary, not to exceed \$50,000.

SECTION 4.

The TOWN shall permit retired employees, at their own cost, (except as provided in the Firefighters Pension Fund of the Town of Westport), to continue group coverage under the Town's Blue Cross, Blue Shield and major medical plans available to retirees, unless such retired member is otherwise employed where similar benefits are available.

SECTION 5.

The health and medical benefits as herein specified and provided by the Town shall include a contribution, under Section 125 of the IRS Code, by a covered employee in the following amounts, payable semi-monthly, as defined in this Section for the health and medical coverage (including Health Net, Blue Cross Blue Shield Century Preferred, BC/BS Dental Plans, Express Scripts Prescription Drug Plan, as applicable).

	PPO/HMO	HRA
7/1/09	5%	5%
7/1/10	8%	7%
7/1/11	10%	9%
1/1/13	13%	11%

For purposes of this Section (and wherever applicable elsewhere in this Agreement), premium cost shall be defined as either the actual premium cost paid by the TOWN for such coverage or, if the TOWN does not pay an actual premium cost, the allocation rate as developed by an independent third party administrator annually for purposes of establishing premiums pursuant to the Comprehensive Omnibus Budget Reduction Act ("COBRA"). Premium rates shall be set on July 1st of each year and will not be changed during that fiscal year.

Any employee paying for similar coverage under Article XVII, Section 1(f) shall also be required to make such contributions.

ARTICLE XVIII WAGES

The wage rates for each employee for the period indicated shall be as set forth in Schedule A reflecting scale adjustments as of the effective dates indicated.

SECTION 1.

Half-step raises will be adjusted on new hires or promotions as follows:

- a) An employee hired or promoted prior to December 31st shall receive a full step in his/her salary range on the following July 1st.
- b) An employee hired or promoted after December 31st shall receive one-half (1/2) step on the following July 1st and shall receive one and one-half (1 1/2) steps the next following July 1st.

SECTION 2.

- a) Whenever an Assistant Chief is temporarily absent from duty for a period of eight (8) consecutive calendar weeks or less, and during said period such vacancy is not covered by overtime work performed by an employee from the Assistant Chief's overtime roster, the Lieutenant who is scheduled to be on duty in the platoon on the day on which such vacancy is created, will be assigned to serve as Captain to fill such vacancy. This will only be done if it is deemed an emergency by the Chief.
- b) Whenever a Lieutenant is temporarily absent from duty for a period of eight (8) consecutive calendar weeks or less and during said period, such vacancy is not covered by overtime work performed by an employee from the Lieutenant's overtime roster, the person standing highest on the Lieutenant's eligibility list, and who is scheduled to be on duty in the platoon on the day on which such vacancy is created, will be assigned to serve as an Acting Lieutenant to fill such vacancy. In the event that no one assigned to the platoon who is working that day is currently on the Lieutenant's eligibility list, then the person standing highest on the eligibility list on the platoon which is responsible for the overtime shall be

offered the Acting Lieutenant's position for that day, and each succeeding platoon thereafter.

- c) Each Firefighter who serves as an Acting Lieutenant shall be paid at the salary rate of Lieutenant for each day of such service in this higher classification.
- d) Whenever a Lieutenant is temporarily absent for a period of more than eight (8) consecutive calendar weeks, the Chief after said eight (8) week period may appoint an Acting Lieutenant from the last established Lieutenant's eligibility list, to fill the remaining period of such temporary absence. Such Acting Lieutenant shall be assigned the place on the overtime rotation list held by the Officer being replaced.
- e) Whenever a Firefighter works overtime in the place of a Fire Lieutenant as an Acting Fire Lieutenant, the hourly rate shall be considered to be the same as that of the Fire Lieutenant.
- f) No employee shall be ordered back to work overtime when such overtime is caused by an employee in a higher classification than that held by the employee being ordered back.

SECTION 3. STANDBY and CALLBACK

Any off duty firefighter, inspector or mechanic who responds, when notified to a 2nd or greater alarm emergency call back shall be paid a minimum of eight (8) hours straight time pay for each such response. Premium rates when applicable will apply only to hours actually worked. Upon retirement, the computation for determining retirement pay of a retiree shall include the highest amount of callback pay (i.e. eight (8) hours straight time pay) received by that employee in any one of the last three twelve month periods concurrent with the date of retirement.

Inspectors, in addition to other wages and benefits, shall be paid \$56 each month for performing stand-by duties pursuant to the directives of the Fire Chief or his designee. Any off duty Inspector called back for an emergency except as specified above shall be paid his hourly rate for a minimum of 4 hours or the actual hours worked if greater. Premium rates, when applicable, will apply only to hours actually worked.

SECTION 4.

Each employee who regularly performs firefighting duties and is assigned by the Fire Chief to a firefighting school or course which requires attendance on a day off or for a period greater than normal working hours, shall be paid for such day off or for the time in excess of such working hours during which he/she attends such school or course. In those cases where the assignment requires such an employee to be away for one or more nights, he/she shall only receive regular pay, but if he/she loses a day off he/she shall be paid for such day off on the basis of his/her regular hourly rate multiplied by twelve (12) hours.

SECTION 5.

Advancement from one step to another within the salary range of the employee's classification shall be in accordance with Schedule A and as set forth in Section I above, except that the Fire Chief may withhold an increment for just cause.

SECTION 6.

All salaries set forth in Schedule A are for the periods indicated. The regular rate of pay for each employee together with whatever additional pay an employee is entitled shall be divided into twenty-four (24) payments in as nearly equal amounts as possible and shall be paid during the year to such employee on the 15th and the last day of each month, or the legal full banking, day prior to the 15th or last day of the month should those dates fall on a weekend or holiday. Each employee shall receive no less than the total salary indicated for any period. Overtime earnings will continue to be paid as heretofore. Pay checks will be available at 12:01 a.m. on each pay day. No pay checks shall be withheld at Town Hall for administrative reasons.

ARTICLE XIX COLLEGE INCENTIVE

In addition to all wages and benefits to which entitled, each employee shall be paid the additional annual sum for satisfactory completion of course credits from an accredited college, according to the following schedule:

NUMBER OF CREDITS	ANNUAL SUM
Thirty (30)	\$300.00
Sixty (60)	\$400.00
Ninety (90)	\$500.00
Bachelor's Degree	\$700.00

ARTICLE XX PROMOTIONS

SECTION 1.

Whenever a vacancy in a promotional position in the bargaining unit is created, and an eligibility list established in accordance with Section 3 of this Article, exists for the classification to which such position is allocated, the First Selectman shall, within fifteen (15) days of the date on which such vacancy is created, appoint the person standing highest on such eligibility list to fill such vacancy.

SECTION 2.

Whenever a vacancy in a promotional position in the bargaining unit is created, and an eligibility list does not exist for the classification to which such position is allocated, the First Selectman, within ninety (90) days of the date on which such vacancy is created, shall cause a competitive examination to be held in accordance with the provisions of

Section 4 of this Article for the purpose of establishing an eligibility list for such classification. After an eligibility list is established pursuant to this Section, the First Selectman shall appoint the person standing highest on such eligibility list or on such eligibility list, as revised, to fill such vacancy within fifteen (15) days of the date on which the last appeal against the results of such examination is processed and determined in accordance with the rules of the independent testing agency. If no appeal has been filed against such results within the time limits established by the independent testing agency's rule on such appeals, the First Selectman shall appoint the person standing highest on such eligibility list within fifteen (15) days of the last date on which an appeal could have been filed in accordance with said rule.

SECTION 3.

Whenever the candidate ranking highest on the eligibility list refuses the appointment pursuant to Section 1 or Section 2 above, he/she shall move to the bottom of the list; and the candidate next highest shall be offered the position. This procedure shall be repeated, if necessary, until such time as the promotion has been accepted or all the candidates on the eligibility list have been offered the position and have refused it.

SECTION 4.

The First Selectman may from time to time, and shall, pursuant to Section 2 of this Article, cause competitive examinations to be held by an independent testing agency for promotion to the rank of Lieutenant and Inspector. Each examination shall be open to only those persons who meet the minimum qualifications, established in accordance with Section 5 of this Article, for the classification for which the examination is being conducted.

The minimum passing grade for each examination shall be seventy percent (70%) and such passing grade shall be noted in the Notice of Examination which shall be posted on the bulletin board at Fire Headquarters for thirty (30) calendar days, during which time applications shall be accepted. Competitive promotional examinations shall be held within forty-five (45) calendar days of the closing date of application; and the oral portion of the examination shall be held as soon as possible after the written scores are received. Such time limits may be extended by written agreement of the parties. An eligible employee shall pass the written portion of the examination in order to participate in the oral portion or any other portion of the examination. In determining the final score for any such examination, fifty percent (50%) shall be allocated to the written and oral portions, respectively. Subjective efficiency ratings or performance evaluations shall not be a part of any such examinations. Results of each examination shall be published and posted by the TOWN as soon as practicable after it receives such results. All employees who receive a final total passing grade in an examination for a certain classification shall be placed on the eligibility list for such classification in the order of their final total grade in such examination.

SECTION 5.

- a) Only Lieutenants who have successfully passed their probation, have at least ten (10) years of full time service with the Westport Fire Department and have successfully completed the State of Connecticut Certification Program for Fire

Officer II, Instructor II and Firefighter II shall be eligible to be considered for promotion to the classification of Assistant Chief.

- b) It is agreed the Fire Chief shall retain the exclusive right to determine the testing requirements for filling a vacancy in the grade of Assistant Chief which vacancy shall be filled from among the Lieutenants who meet the aforesaid requirements.
- c) Only employees, who have completed eight (8) years of full time service as of the application deadline, with the Westport Fire Department shall be eligible to participate in an examination for the classification of Fire Lieutenant or Fire Prevention Inspector.
- d) In order for any employee hired after July 1, 1983 to be eligible to participate in any promotional examination, said employee shall have achieved State of Connecticut qualification for Emergency Medical Technician and Firefighter II status. The TOWN shall supply the training for completion of said course.

SECTION 6.

Each eligibility list shall be in effect and operable for two (2) years starting with the fifteenth (15th) day following the date said list is published and posted as set forth in Section 3 of this Article, except as such that list may be used for limited purpose set forth in Article XVIII in appointing Acting Officers.

SECTION 7.

All study material made available by the Town for employees at any Fire Station shall be made available to all employees at all Fire Stations.

ARTICLE XXI UNION DUES

The Town shall deduct and remit to the Union's Treasurer, Union dues from the earned wages of each employee in such amount as determined by the Union provided that no such deduction shall be made from any employee's wages except when authorized by him/her on an appropriate form, a copy of which must be submitted to the Town. Such authorization shall be for the life of the Contract and shall be continued thereafter if a Contract exists between the Town and the Union. Such deduction shall be made at times mutually agreed to by the Town and the Union.

Each employee shall, as a condition of employment, be a member of the Union in good standing provided that any employee who is hired on or after the date on which this Contract is approved, shall have thirty (30) days from the date on which hired to join the Union.

The five (5) members of the Union Negotiating Committee shall be granted leave from duty with pay for all meetings between the Town and the Union when such meetings take place at a time during which such members are scheduled to be on duty. The four

(4) members of the Union Grievance Committee shall be granted leave from duty with pay for all meetings concerning Grievance Procedures when such meetings take place at a time during which such members are scheduled to be on duty.

ARTICLE XXII CONTRACT TO EMPLOYEES

The Town will give each present employee, and to each new employee when hired, a copy of this Contract.

ARTICLE XXIII MASTER FIREFIGHTER

SECTION 1. EFFECTIVE DATE

The Master Firefighter Program as provided in Schedule B shall continue under this agreement and shall be administered as set forth herein.

SECTION 2. ELIGIBILITY

The Master Firefighter Program will be available to all regular members of the Westport Fire Department hired before July 1, 1999. Personnel hired after that date will not be eligible until successful completion of probation and attainment of Firefighter II certification from the State of Connecticut. Any employee whose anniversary date is July 1st shall be assumed to have completed a full year of service on the June 30th immediately prior to that July 1st.

SECTION 3. COMPENSATION

Any firefighter who qualifies for this program will receive a separate check, by way of a lump-sum payment of the amount earned, depending on his/her individual performance as provided in the program. Such amount shall be paid on the first pay period of July. Payment for this program will be for qualification during the previous fiscal year.

ARTICLE XXIV PENSIONS

SECTION 1. FIRE PENSION PLAN

Incorporated herein by reference is a Pension Agreement dated July 1, 1977, as amended effective July 1, 1985 and July 1, 1991 to be known as the "Fire Pension Fund of the Town of Westport" the benefits provided therein shall become a liability of the Town and shall not be terminated as a result of the termination of this Agreement. Any dispute concerning the interpretation or application of any provision of said Pension Agreement shall be subject to the grievance and arbitration provisions of this Agreement.

SECTION 2. 401K PLAN

The town agrees to extend coverage of the Town's existing 401k Plan to the employees covered by this Agreement.

ARTICLE XXV INTERRUPTION OF WORK

The Union agrees that the Union and members of the Union will not cause, sanction or take part in the any strike whatsoever (whether sit-down, sit-in, sympathetic general or any other kind), walkout, picketing (except informational picketing), stoppage of work, retarding of work or any other interference.

Effective upon approval of this Agreement by the Westport Representative Town Meeting; the Town agrees that there shall be no lockout of employees covered by this Agreement during the life of this contract.

ARTICLE XXVI MEDICAL RESPONSE TECHNICIANS

All employees hired after July 1, 1983 shall attain, as a condition of employment, Medical Response Technician certification within the first two years of employment, and shall maintain such certification as a continuing condition of employment. The Town shall provide the training necessary to complete said course.

ARTICLE XXVII DURATION

Except as otherwise specifically provided in this Agreement, the terms herein become effective July 1, 2009 and shall continue in full force and effect without reopening, or change of any kind to June 30, 2013. Either party may demand negotiations for a new agreement on at least six (6) months written notice prior to June 30, 2013. Within thirty (30) days of receipt of such notification by either party, a conference shall be held between the town and the Union negotiation Committees for the purpose of negotiating a new Agreement.

IN WITNESS WHEREOF, the parties hereto have caused their names to be signed on this day of August, 2010.

TOWN OF WESTPORT

WESTPORT FIREFIGHTERS UNION

Gordon Joseloff
First Selectman

Gary Marks, President
Local 1081, IAFF, AFL-CIO

WITNESS:

WITNESS:

Thomas Hamilton
Personnel Director

Paul Wohlforth
Secretary

The above and foregoing is a true and attest copy of the Contract between the TOWN OF WESTPORT and the FIREFIGHTERS UNION, LOCAL 1081, IAFF, AFL-CIO.

Attest: _____

Patricia Strauss
Town Clerk

**SCHEDULE A
WAGES**

FF	Percent	1	2	3	4	5	6	7
7/1/09	0.00%	45,856	48,149	50,558	54,766	58,993	63,195	67,418
7/1/10 ¹	3.25%	47,346	49,714	52,201	56,546	60,911	65,249	69,609
7/1/11 ²	2.75%	48,648	51,081	53,637	58,101	62,585	67,043	71,523
7/1/12 ³	2.75%	49,986	52,486	55,112	59,699	64,306	68,887	73,490

Mechanic

7/1/09	0.00%	63,195	67,418
7/1/10	3.25%	65,249	69,609
7/1/11	2.75%	67,043	71,523
7/1/12	2.75%	68,887	73,490

Lieutenant

7/1/09	0.00%	77,513
7/1/10 ¹	3.25%	80,032
7/1/11 ²	2.75%	82,233
7/1/12 ³	2.75%	84,494

Inspector

7/1/09	0.00%	77,513	85,448
7/1/10 ¹	3.25%	80,032	88,225
7/1/11 ²	2.75%	82,233	90,651
7/1/12 ³	2.75%	84,494	93,144

Captain

7/1/09	0.00%	85,448
7/1/10 ¹	3.25%	88,225
7/1/11 ²	2.75%	90,651
7/1/12 ³	2.75%	93,144

Notes:

¹ For 2010-11 there shall be no step advancement

² For 2011-12 employees on steps 1 or higher but not already at the top step shall advance a step on 7/1/11

³ For 2012-13 employees on steps 1 or higher but not already at the top step shall advance a step on 7/1/12

SCHEDULE B MASTER FIREFIGHTER PROGRAM

ELIGIBILITY The Master Firefighter Program will be available to all regular members of the Westport Fire Department hired before July 1, 1999. Personnel hired after that date will not be eligible until successful completion of probation and attainment of Fighter II certification from the State of Connecticut.

COMPONENTS & WEIGHTS

The program will entail four (4) areas of assessment.

1.	Fire Service Testing	\$400
2.	Sick Leave/Attendance	\$1000
3.	Wellness	\$1200
4.	Commitment to Service	\$1200

In the event a Firefighter/Lieutenant/Inspector has received a suspension in that year, \$250 shall be deducted from the total amount earned in the program for each suspension period.

ASSESSMENT COMMITTEE

The Master Firefighter Program will be overseen by an Assessment Committee comprised of a Program Director, and an Assistant Chief and two (2) Union members. The Fire Chief will appoint the Program Director and the Assistant Chief, while the Executive Committee of the Union will appoint two (2) of its members to the Assessment Committee. The Assessment Committee will oversee and coordinate the content, scheduling and administration of all phases of the program and to rule on questions of clarity, including the validation of special services to the department and services to the community.

The Committee's interpretation and application of Article XXIV shall be final except where there is a tie vote and then the Chief shall make the final decision.

SPECIFICS CONCERNING COMPONENTS & WEIGHTS

1. FIRE SERVICE TESTING

Written Exam \$200 Maximum

A written exam will be given once a year and will be comprised of questions taken from any training provided by the department.

90%-100% = \$200

75%-89% = score % of \$200

(I.e., 78% = $.78 \times \$200 = \156)

Performance Test \$200 Maximum

Job related functional skills testing will be offered. Areas of performance will be apparatus operation, agility test type skills in protective clothing and selected specialty skills covered during annual training. The Assessment Committee will determine the specific tests to be held.

2. SICK LEAVE/ATTENDANCE \$1000 Maximum

The Firefighters sick leave usage will be examined for the previous year and the table below will be utilized to identify an appropriate amount for this category. One continuous absence that extends into the next month is counted as one month absence for computation purposes.

Sick Days Months of Perfect Attendance	0	1	2	3	4	5	6
12	\$1000						
11		\$900	\$800	\$750	\$650	\$550	\$450
10			\$750	\$600	\$550	\$400	\$300
9				\$400	\$350	\$250	\$200
8					\$250	\$200	\$100

3. WELLNESS \$1200 Maximum

To be eligible for this section, personnel must participate in all items from A to E inclusive. Personnel who wish to voluntarily participate

in the Conditioning Program only (no attendance mandate) can do so. Firefighters will be tested in four (4) areas for physical fitness/wellness as listed below. Each area has assigned to it the maximum possible amount available as part of the total \$1200 maximum that can be earned for this category.

A) Push Ups \$200 Maximum

Amount	<30 Years Male/Female	30-39 Male/Female	40-49 Male/Female	50+ Male/Female
\$20	26/14	22/10	18/6	14/2
\$40	28/16	24/12	20/8	16/4
\$60	30/18	26/14	22/10	18/6
\$80	32/20	28/16	24/12	20/8
\$100	34/22	30/18	26/14	22/10
\$120	36/24	32/20	28/16	24/12
\$140	38/26	34/22	30/18	26/14
\$160	40/28	36/24	32/20	28/16
\$180	42/30	38/26	34/22	30/18
\$200	44/32	40/28	36/24	32/20

OR

A1) Lat Pull Downs \$200 Maximum

The participant shall pull 67% of his/her body weight for as many repetitions as possible until exhaustion. Performance shall be evaluated as follows.

MALE - Age

Amount	<30	30-39	40-49	50+
\$50	6-8	5-7	4-6	3-5
\$100	9-11	8-10	7-9	6-8
\$150	12-16	11-15	10-14	9-13
\$200	>16	>15	>14	>13

FEMALE - Age

Amount	<30	30-39	40-49	50+
\$50	5-7	4-6	3-5	2-4
\$100	8-10	7-9	6-8	5-7
\$150	11-14	10-13	9-12	8-11
\$200	>14	>13	>12	>11

B) Canadian Trunk Strength Test \$200 Maximum

The participant begins in the supine position with the knee angle at 90 degrees and his/her fingertips touching the tape line placed perpendicular to the body. The participant then curls the upper spine to touch a second tape line placed 8 centimeters away from the first.

Number of Completed Reps — MALE

Amount	Age <35	Age 35-44	Age. 45+
\$200	60	50	40
\$150	45	40	25
\$100	30	25	15
\$50	15	10	5

Number of Completed Reps — FEMALE

Amount	Age <35	Age 35-44	Age 45+
\$200	50	40	30
\$150	40	25	15
\$100	25	15	10
\$50	10	6	4

C) Vertical Jump \$ 200 Maximum

Dip finger in chalk dust. Stand sideways to wall, feet flat, reach as high as you can, and mark wall. Then, jump as high as possible, marking the wall again. Try this 3 times; the best jump will be counted.

Height in Inches

Amount	<30 Male/Female	Age 30-39 Male/Female	Age 40-49 Male/Female	Age 50+ Male/Female
\$200	26.5+	25+	22+	21+
\$150	24-26	22-24.5	19-21.5	17-20.5
\$100	21.5-23.5	20-21.5	17-18.5	15-16.5
\$50	20-21	18.5-19.5	15.5-16.5	13.5-14.5
\$25	17.5-19.5	16.5-18	14-15	12-13

OR

C1) Quadriceps Lift \$200 Maximum

On leg extension machine, weight will be set at 67% of participant's body weight. Participant should sit against back support pad. Participant can hold the handles. Participant will straighten the leg at the top to count as one repetition. Resting between reps, is not permitted. Participant is to do as many continuous repetitions as possible until exhaustion. The chart below will be used to evaluate performance.

MALE - Age

Amount	<30	30-39	40-49	50+
\$50	6-8	5-7	4-6	3-5
\$100	9-11	8-10	7-9	6-8
\$150	12-16	11-15	10-14	9-13
\$200	>16	>15	>14	>13

FEMALE - Age

Amount	<30	30-39	40-49	50+
\$50	5-7	4-6	3-5	2-4
\$100	8-10	7-9	6-8	5-7
\$150	11-14	10-13	9-12	8-11
\$200	>14	>13	>12	>11

D) Bicycle Endurance Test \$200 Maximum

Amount		Age <30 Male/Female	Age 30-39 Male/Female	Age 40-49 Male/Female	Age 50+ Male/Female
\$10	Minutes	4:30/5:10	4:45/5:25	4:55/5:35	5:05/5:45
	Level	3.5/2.89	3.25/2.72	3.17/2.61	2.94/2.50
	Distance	1.35/1.44	1.38/1.49	1.39/1.51	1.42/1.55
\$20	Minutes	4:20/5:00	4:35/5:15	4:45/5:25	4:55/5:35
	Level	3.7/3.01	3.43/2.83	3.32/2.73	3.09/2.60
	Distance	1.33/1.42	1.36/1.47	1.37/1.49	1.40/1.53
\$30	Minutes	4:10/4:50	4:25/5:05	4:35/5:15	4:45/5:25
	Level	3.91/3.14	3.6/2.95	3.47/2.85	3.25/2.7
	Distance	1.3/1.39	1.34/1.48	1.35/1.47	1.38/1.51
\$40	Minutes	4:00/4:40	4:15/4:55	4:25/5:05	4:35/5:15
	Level	4.11/3.26	3.78/3.06	3.61/2.96	3.40/2.81
	Distance	1.28/1.37	1.32/1.43	1.33/1.45	1.36/1.49
\$50	Minutes	3:50/4:30	4:05/4:45	4:15/4:55	4:25/5:05
	Level	4.31/3.38	3.96/3.18	3.76/3.08	3.56/2.91
	Distance	1.26/1.35	1.3/1.4	1.31/1.43	1.34/1.47
\$75	Minutes	3:40/4:20	3:55/4:35	4:05/4:45	4:15/4:55
	Level	4.52/3.51	4.13/3.3	3.9/3.2	3.71/3.01
	Distance	1.24/1.33	1.28/1.38	1.28/1.41	1.31/1.44
\$100	Minutes	3:35/4:15	3:50/4:30	4:00/4:40	4:10/4:50

	Level Distance	4.72/3.63 1.22/1.31	4.31/3.41 1.26/1.36	4.06/3.32 1.26/1.39	3.87/3.11 1.29/1.42
\$150	Minutes Level, Distance.	3:30/4:10 4.92/3.75 1.19/1.28	3:45/4:25 4.49/3.52 1.24/1.34	3:55/4:35 4.2/3.43 1.24/1.37	4:05/4:45 4.02/3.22 1.27/1.4
\$175	Minutes Level Distance	3:25/4:05 5.13/3.88 1.17/1.26	3:40/4:20 4.66/3.64 1.22/1.32	3:50/4:30 4.35/3.55 1.22/1.35	4:00/4:40 4.18/3.32 1.25/1.38
\$200	Minutes Level Distance	3:20/4:00 5.33/4.0 1.15/1.24	3:35/4:15 4.84/3.75 1.2/1.3	3:45/4:25 4.5/3.67 1.2/1.33	3:55/4:35 4.33/3.42 1.23/1.36

OR

D1) 3 Minute Step Test \$300 Maximum

The participant steps up and down on a 12" step or bench for three minutes without stopping @ a cadence of 24 steps per minute. A metronome set at 96 beats per minute is used to maintain cadence (up, up, down, down w/both feet going all the way up on the step and then all the way, down on the floor). The cadence must be maintained to make test valid. At exactly the three-minute mark, the participant must, sit down. The pulse rate will then be taken within 5 seconds of completion and counted for one minute. Performance will be evaluated by the charts below.

MALE — Heart Rate

Amount	Age 18-25	Age 26-35	Age 36-45	Age 46-55	Age 56-65
\$300	70-81	73-82	72-85	78-88	72-88
\$250	82-90	83-90	86-97	89-98	89-97
\$175	91-100	91-100	98-104	99-108	98-104
\$100	101-106	101-108	105-112	109-117	105-112
\$25	107-114	109-116	113-118	118-121	113-118

FEMALE — Heart Rate

Amount	Age 18-25	Age 26-35	Age 36-45	Age 46-55	Age 56-65
\$300	72-87	72-90	74-92	76-95	74-96
\$250	88-99	91-102	93-103	96-105	97-105
\$175	100-109	103-111	104-110	106-116	106-112
\$100	110-117	112-120	111-119	117-120	113-118
\$25	118-124	121-127	120-127	121-126	119-127

E) Conditioning Program \$300

The department will develop a conditioning program utilizing aerobic and strength exercises geared towards the demands of Firefighting. Conditioning sessions will be conducted routinely on a published schedule. Personnel that wish to qualify for this portion of the program agree to complete 60 conditioning sessions of which 24 sessions shall be completed at Fire Headquarters between 0930 and 1130, on any days Tuesday through Friday. Fire Inspectors shall be permitted to complete conditioning sessions while on duty up to 60 conditioning sessions of which 24 must be with the trainer between 0930 -1130.

Attendance shall be monitored by shift officers or their designee. Authorized absences can be approved by the Chief or Deputy Chief of Operations.

4. COMMITMENT TO SERVICE

Personnel will be evaluated in the following areas to determine their individual commitment to serve the department and community. Each criterion has a value assigned to it.

Effective July 1, 2000 all employees certified as Emergency Medical Technicians, in addition to all other wages and benefits, shall receive a flat sum of Eight Hundred Dollars (\$800) per year upon certification (or recertification) and for as long as such certification is maintained. Payment therefore shall be made in the first pay period of July of each fiscal year to all employees who are certified EMTs on July 1 of that year. An employee submitting proof of certification or recertification during a fiscal year will be paid in the following July.

Special services to the department during the year under review \$300.

Examples of special services would include some of the following; Mask Services, Dive Team, Haz Mat Team, Public Education Team, Computer Support. Personnel wishing to receive credit will submit in writing to the Deputy Chief of Operations or Chief.

Community support projects to the benefit of Westport and its citizens \$100. Request in writing to the Assessment Committee.

SCHEDULE C 24 HOUR SHIFTS

SECTION 1: Platoon Schedules

All shifts shall commence at 0700 hours and end at 0700 hours the following day.

Schedule "1-2-1-4"

Day/Plt	1	2	3	4	5	6	7	8
1	ON	OFF	OFF	ON	OFF	OFF	OFF	OFF
1 OT		OS 2 nd Called	OS 3 rd Called		OS 2 nd Called	OT (Plt 2)	OT (Plt 4)	OS 3 rd Called
2	OFF	OFF	ON	OFF	OFF	ON	OFF	OFF
2 OT	OT (Plt 1)	OS 3 rd Called		OS 2 nd Called	OS 3 rd Called		OS 2 nd Called	OT (Plt 3)
3	OFF	OFF	OFF	OFF	ON	OFF	OFF	ON
3 OT	OS 2 nd Called	OT (Plt 4)	OT (Plt 2)	OS 3 rd Called		OS 2 nd Called	3 rd Called	
4	OFF	ON	OFF	OFF	OFF	OFF	ON	OFF
4 OT	OS 3 rd Called		OS 2 nd Called	OT (Plt 1)	OT (Plt 3)	OS 3 rd Called		OS 2 nd Called

ON= Regular duty tour 0700-0700 the following day

OT= Regular overtime shift covered (Covered Platoon in parenthesis)

OS= off shift overtime coverage (2nd or 3rd shift called)

SECTION 2: Overtime

Overtime shall be hired in 12 hour shifts: 0700-1900 and 1900-0700 the following day.

Overtime shall be hired at 0530 for the OT shift beginning at 0700, and hired at 1630 for the shift beginning at 1900.

SECTION 3: Vacation Leave

Vacation leave may be taken as a 12 hour shift (day or night). This shall count as one (1) vacation day. Vacation leave may also be taken as a 24 hour shift (day and night). This shall count as two (2) vacation days. The accrual method of vacation days shall remain unchanged.

SECTION 4: Sick Leave

Sick leave may be taken as a 12 hour shift (day or night). This shall count as one (1) sick day. Sick leave may also be taken as a 24 hour shift (day and night). This shall count as two (2) sick days. The accrual method of sick days shall remain unchanged. The sickness in the family leave shall remain unchanged.

SECTION 5: Funeral Leave

Funeral leave shall be granted as follows: for immediate family as defined in Article XII three (3) 12 hour shifts. All three shifts of leave shall run consecutively, beginning on the day of death, and ending on the earlier of the expiration of three consecutive scheduled work shifts of the employee or the day of burial, unless authorized otherwise by the Chief or Deputy Chief of Operations. Funeral leave shall be granted for extended family as defined in Article XII (i.e. one (1) 12 hour shift).

SECTION 6: Personal Leave Days

An employee shall be entitled to three 12 hour personal leave days in each fiscal year. Personal leave days may be taken as a 12 hour shift (day or night). This shall count as one (1) leave day. Personal leave days may also be taken as a 24 hour shift (day and night). This shall count as two (2) leave days. For each personal leave day taken, the employee will not be paid for the next holiday.

SCHEDULE D LIGHT DUTY

1. All employees on injury shall be required to notify their treating physician that the Westport Fire Department has a light duty program.
2. A return to work slip limited to light duty shall be immediately forwarded to the Office of the Deputy Chief when issued by the treating physician. (Form Attached)
3. A light duty assignment or assignments will be created by the Deputy Chief upon release by the treating physician subject to any limitation imposed. The Department will establish a pool of work for employees on light duty assignment. This work shall be consistent with normally assigned duties not to exceed 42 hours per week for Firefighters/Lieutenants and 40 hours per week for Fire Inspectors. The nature of the work shall not tend to aggravate the employee's injury or retard the employee's recovery.
4. An employee shall work their normally assigned shift and/or schedule while on light duty, except as modified by the treating physician. A shift employee can request a schedule of straight days in lieu of their normally assigned shift.
5. The uniform of the day while on light duty assignment shall be the standard work uniform unless otherwise indicated.
6. An employee on a light duty assignment shall be excused from duty to keep medical or therapeutic appointment that relate to the condition that caused the employee's light duty assignment. Time off shall include an hour travel time before and after such appointments.
7.
 - A. A vacation request submitted by an employee on light duty shall be considered independently from those submitted by employees on full duty.
 - B. An employee on injury leave and/or light duty for 60 days or longer during a fiscal year shall be compensated for unused vacation days at the following rate: 12 hours times the employee's regular hourly rate for each unused vacation day (8 hours Inspector).
 - C. Any employee on injury leave and/or light duty for 30 days or more occurring during the last quarter of the fiscal year (April 1st) shall have the option to receive compensation for their unused vacation days.
8. Employees on light duty shall not be allowed to work off-duty assignments.

9. An employee on non-line of duty leave (sick leave) may request a light duty assignment. Such assignment may be granted at the sole discretion of the Fire Chief or Deputy Chief.

APPENDIX A



Lumenos HRA Plan Summary

The Lumenos® HRA plan is designed to empower you to take control of your health, as well as the dollars you spend on your health care. This plan gives you the benefits you would receive from a typical health plan, plus health care dollars to spend your way. And you'll have access to personalized services and online tools to help you reach your health potential.

Your Lumenos HRA Plan

First - Use your HRA to pay for covered services:

Health Reimbursement Account

With the Lumenos Health Reimbursement Account (HRA), you receive an annual allocation from your employer in your HRA. Money in your HRA is used to help meet your annual deductible responsibility.

HRA Allocation from your employer

\$1,500 individual coverage
\$3,000 family coverage

The maximum amount of unused dollars that can roll over year to year is \$4,500 individual / \$9,000 family.

Earn More Money for Your Account

What's special about your HRA plan is that you may earn additional funds for your health account through the Healthy Rewards incentive program.

Healthy Rewards

If you do this:	You can earn this in your HRA:
Complete the Health Assessment online	\$50
Enroll in the Personal Health Coach Program	\$100
Graduate from the Personal Health Coach Program	\$200
Complete our Smoking Cessation Program	\$50
Complete our Weight Management Program	\$50

Some eligibility requirements apply. See page 2 for program descriptions.

Plus - To help you stay healthy, use:

Preventive Care

100% coverage for nationally recommended services.

Preventive Care

No deductions from the HRA or out-of-pocket costs for you as long as you receive your preventive care from an in-network provider. If you choose to go to an out-of-network provider your deductible or traditional health coverage benefits will apply.

Then -

Your Bridge

After you use all of the money in your HRA, you then pay a Bridge amount out of your pocket until you meet your annual deductible responsibility. Your HRA dollars plus your Bridge amount add up to your annual deductible responsibility.

Health Account + Bridge = Deductible

Bridge

Your bridge responsibility will vary

Annual Deductible Responsibility

\$1,500 individual coverage
\$3,000 family coverage

If Needed -

Traditional Health Coverage

Your Traditional Health Coverage begins after you have paid your Bridge amount.

Traditional Health Coverage

After your bridge, the plan pays:

100% for in-network providers 80% for out-of-network providers

Additional Protection

For your protection, the total amount you spend out of your pocket is limited. Once you spend that amount, the plan pays 100% of the cost for covered services for the remainder of the plan year.

Annual Out-of-Pocket Maximum

In-Network Providers and Out-of-Network Providers

\$3,000 individual coverage
\$6,000 family coverage

Your annual out-of-pocket maximum consists of funds you spend from your HRA, your Bridge responsibility and your coinsurance amounts.

If you have questions, please call toll-free 1-888-224-4896.

CCUPA188 1500 100000 1/1/2011



Lumenos HRA Plan Summary

Healthy Rewards Program

Your employer will provide you with additional health care dollars in your HRA for the following:

- **Health Assessment:** You and your family members can complete the Health Assessment, our online tool designed to help measure your overall health. One adult family member is eligible to earn \$50 in your HRA per plan year. The health information you provide is strictly confidential.
- **Personal Health Coach:** If you qualify for the Personal Health Coach Program, you'll receive one-on-one assistance from a specially trained registered nurse to help you manage a health condition. Health conditions may include but are not limited to diabetes, asthma, depression, high blood pressure, heart disease and pregnancy. You'll receive \$100 in your account for enrolling in the Personal Health Coach Program (one reward per covered person per year). You'll receive \$200 for achieving your health goals and graduating from the Personal Health Coach Program (one reward per covered person per year).
- **Smoking Cessation Program:** This program helps you manage withdrawal symptoms, identify triggers and learn new behaviors and skills to remain tobacco-free. Participation is open to you and your covered family members age 18 or older, and includes counseling support and tools, including nicotine-replacement therapy coverage. You and your spouse are eligible to receive \$50 in your HRA (one reward per person per lifetime) for completing this program.
- **Weight Management Program:** Our Weight Management Program is a personalized phone course designed to help you adopt lifestyle changes necessary to lose weight and maintain weight loss. A team of counselors (a registered dietitian and health educator) with expertise in weight management will help you address healthy eating, physical activity and exercise, stress management, and more. You and your covered family members age 18 and older who have a Body Mass Index (BMI) of 25 or higher are eligible for this program. You and your spouse are eligible to receive \$50 in your HRA (one reward per person per lifetime) for completing the program.

Summary of Covered Services

Preventive Care

Anthem's Lumenos HRA plan covers preventive services recommended by the U.S. Preventive Services Task Force, the American Cancer Society, the Advisory Committee on Immunization Practices (ACIP) and the American Academy of Pediatrics. The Preventive Care benefit includes screening tests, immunizations and counseling services designed to detect and treat medical conditions to prevent avoidable premature injury, illness and death.

All preventive services received from an in-network provider are covered at 100%, are not deducted from your HRA and do not apply to your deductible. If you see an out-of-network provider, then your deductible or out-of-network coinsurance responsibility will apply.

The following is a list of covered preventive care services:

Well Baby and Well Child Preventive Care

Office Visits through age 18; including preventive vision exams.

Screening Tests for vision, hearing, and lead exposure. Also includes pelvic exam, Pap test and contraceptive management for females who are age 18, or have been sexually active.

Immunizations:

Hepatitis A
Hepatitis B
Diphtheria, Tetanus, Pertussis (DtaP)
Varicella (chicken pox)
Influenza – flu shot
Pneumococcal Conjugate (pneumonia)
Human Papilloma Virus (HPV) – cervical cancer
H. influenza type b
Polio
Measles, Mumps, Rubella (MMR)

Adult Preventive Care

Office Visits after age 18; including preventive vision exams.

Screening Tests for vision and hearing, coronary artery disease, colorectal cancer, prostate cancer, diabetes, and osteoporosis. Also includes mammograms, as well as pelvic exams, Pap test and contraceptive management.

Immunizations:

Hepatitis A
Hepatitis B
Diphtheria, Tetanus, Pertussis (DtaP)
Varicella (chicken pox)
Influenza – flu shot
Pneumococcal Conjugate (pneumonia)
Human Papilloma Virus (HPV) – cervical cancer

If you have questions, please call toll-free 1-888-224-4896.



Lumenos HRA Plan Summary

Summary of Covered Services (Continued)

Medical Care

Anthem's Lumenos HRA plan covers a wide range of medical services to treat an illness or injury. You can use your available HRA funds to pay for these covered services. Once you spend up to your deductible amount for covered services, you will have Traditional Health Coverage available to help pay for additional covered services.

The following is a summary of covered medical services under Anthem's Lumenos HRA plan:

- | | |
|---|--|
| • Physician Office Visits | • Maternity Care |
| • Inpatient Hospital Services | • Chiropractic Care |
| • Outpatient Surgery Services | • Prescription Drugs |
| • Diagnostic X-rays/Lab Tests | • Home health care and hospice care |
| • Emergency Hospital Services | • Physical, Speech and Occupational Therapy Services |
| • Inpatient and Outpatient Mental Health and Substance Abuse Services | • Durable Medical Equipment |

Some covered services may have limitations or other restrictions. With Anthem's Lumenos HRA plan, the following services are limited:

- Skilled nursing facility services limited to 120 days per member calendar year.
- Home Health care services limited to 200 visits per member calendar year (including 80 Home Health Aide visits).
- Inpatient rehabilitative services limited to 100 days per member per calendar year.
- PT/OT/ST and chiropractic services limited to a combined total of 50 visits per member per calendar year.
- Inpatient hospitalizations require authorizations.
- Your Lumenos HRA plan includes a lifetime maximum of \$1,000,000 per member for out-of-network services.

* For a complete list of exclusions and limitations, please reference your Certificate of Coverage.

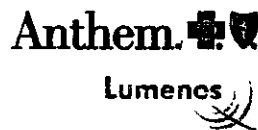
If you have questions, please call toll-free 1-888-224-4896.



Lumenos HRA Plan Summary

This summary is a brief outline of the benefits and coverage provided under the Lumenos plan. It is not intended to be a complete list of the benefits of the plan. This summary is for a full year in the Lumenos plan. If you join the plan mid-year or have a qualified change of status, your actual benefit levels may vary.

Additional limitations and exclusions may apply.



In Connecticut, Anthem Blue Cross and Blue Shield is the trade name of Anthem Health Plans, Inc. In New Hampshire Anthem Blue Cross and Blue Shield is the trade name of Anthem Health Plans of New Hampshire, Inc. In Maine, Anthem Blue Cross and Blue Shield is the trade name of Anthem Health Plans of Maine, Inc., independent licensees of the Blue Cross and Blue Shield Association. ® Registered marks Blue Cross and Blue Shield Association. ™ LUMENOS is a registered trademark.

If you have questions, please call toll-free 1-888-224-4896.

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**TOWN OF WESTPORT
and
IAFF LOCAL 1081**

BACK UP MATERIAL
RTM ITEM # 3

Summary of Settlement

Following are the material components of the settlement reached between the Town and Local 1081.

1. Term

July 1, 2009 – June 30, 2013

2. Wages

7/1/09 – 6/30/10	0%
7/1/10 – 6/30/11	3.25%
7/1/11 – 6/30/12	2.75%
7/1/12 – 6/30/13	2.75%

There will be step movement in the 3rd and 4th year; however, not the second.

3. Health Insurance

A. PPO

<u>Co-pays</u>	<u>Current</u>	<u>New</u>
Office Visit	\$10	\$15
In-patient Hospital	\$100	\$200
Out-patient Surgery	\$0	\$50 7/1/10 - \$100 7/1/11
Emergency Room	\$25	\$50 7/1/10 - \$100 7/1/11
Urgent Care	\$25	\$50
Rx	\$5/10/25	\$5/15/30
Add Specialty Pharmacy – Prior Authorization Required		

B. Health Reimbursement Account (HRA)

Deductible: \$1,500 individual/\$3,000 family (funded 75% by Town)

C. Contributions

	<u>PPO</u>	<u>HRA</u>
7/1/10	8% (now 5%)	7%
7/1/11	10%	9%
1/1/13	13	11%

4. **Material Language Changes**

- A. Probationary Period (Art. II, Sec. 1) – Extended to one year
- B. Reduction In Force (Art. II, Sec. 7) – Added a provision outlining how a reduction in force would be carried out if necessary. It is seniority based. Unlimited recall in the event of a reduction in rank.
- C. Minimum Manning (Art. VI, Sec. 2) – Increase minimum manning from 13 to 14 per shift. Current staffing is 15.
- D. Training (Art. VIII, Sec. 4) – Training exercises may not take place on 5 specific holidays.
- E. Light Duty (Art. XI, Sec. 4) – Adopted light duty policy and incorporated into the contract.
- F. Promotion (Art. XX, Sec. 5) – Increase time in the job from 8 to 10 years to be eligible for promotion to Assistant Chief; 8 years to be eligible for promotion to Lieutenant, incorporate requirement for EMT and Firefighter II certifications.
- G. Twenty-Four Hour Shifts – Convert “pilot” program to permanent.

**Town of Westport Fire Department
Preliminary Labor Contract Cost- Out
For FYE 6/30/10 through 6/30/13**

	Base Period 7/1/2009	Addl Cost 2009-10	Addl Cost 2010-11	Addl Cost 2011-12	Addl Cost 2012-13
Salaries					
Base	3,782,740				
Steps		96,468		86,595	74,738
GWl			126,074	110,145	113,174
Total		96,468	126,074	196,740	187,912
Overtime	1,200,000	20,200	39,000	59,552	56,877
Uniforms	46,300	0	0	0	0
Health Insurance (10-11 fully allocated rates)	1,403,875	n/a	(42,117)	(28,078)	(21,058)
Pension Plan Funding 20.3%, 09-10 base)	767,896	19,583	25,593	39,938	38,146
Medicare (09-10 base)	47,011	1,398	1,528	2,383	2,276
Total	7,247,822	137,649	150,078	270,535	264,153

Amounts previously appropriated	Salaries	(96,468)	(81,625)		
	Overtime	(20,200)	(26,130)		
	Health Ins		21,058		
	Pension	(19,583)	(10,455)		
	Medicare	(1,398)			

**Appropriation Request
2010-11 Budget** 52,926

Prepared by Finance Department 10/21/10, revised 11/3/10

RTM Minutes
October 5, 2010

The call

1. To take such action as the meeting may determine to amend the Representative Town Meeting Rules of Procedure by adding Article XI entitled "Review of Zoning Actions". (Full text available in the Town Clerk Office.)

Minutes

Moderator Hadley Rose:

This meeting of Westport's Representative Town Meeting is called to order. We welcome those who join us tonight in the Town Hall auditorium as well as those watching on cable channel 79 or those watching us streaming live on www.westportct.gov. My name is Hadley Rose and I am the RTM Moderator. On my right is the RTM secretary, Jackie Fuchs. Tonight's invocation will be given by Jonathan Steinberg.

Invocation, Jonathan Steinberg, district 8:

As those of you who have heard me offer invocations in the past know, I'm often reading a book that I find has some relevance to our deliberations on the RTM. Tonight is not an exception. In reading Doris Kearns Goodwin's excellent book on the Lincoln presidency, *Team of Rivals*, which I thought was very appropriate reading during this election season, I came across a quote she included from de Tocqueville. Alexis Charles Henri Clerel de Tocqueville was a nineteenth century French historian and political thinker who traveled to America in the 1830's to observe our peculiar brand of Democracy. His famous work, *Democracy in America*, is oft-quoted for its candid observations and insights regarding American government and politics, commerce, religion, social interactions and, most importantly, Americans themselves. De Tocqueville writes, "Citizens assemble with the sole goal of declaring that they disapprove of the course of government. To meddle in the government of society and to speak about it is the greatest business and, so to speak, the only pleasure that American knows..." These comments seem as apt today as when he wrote them over 170 years ago! We, Americans, love to complain about our government. No matter who is in, accepted wisdom that government itself, as an institution, is bad and all its actions a cause for suspicion and distrust. If we could only find some way to get rid of it altogether... Well, as someone who has labored in local government for close to seven years, I beg to differ. Whether performed by part-time, unpaid volunteers such as we are on the RTM or by full-time professionals in Washington, government is not the problem. So, who is to blame for the fact that Americans usually feel unheeded and disenfranchised, abused and taken for granted? That feeling seems to be much in the air these days. People are very emotional, dare I say angry, about how the government has let them down, meddled where it shouldn't, or botched the job even where it should. There may be some justification for some complaints, but I submit that such judgments are in the eye of the beholder. We all seem to agree that government has done

poorly by us but often disagree vehemently as to what was done wrong. Regardless, we all vow to start over, out with the old and in with the new, until we become disgruntled with the new bunch we put in place. Will we ever learn? Well, you've heard me admonish you, on occasion, to do your due diligence on the issues brought before us, do your homework before voting. For the most part, I believe we all do the best we can on that score. But I think that advice is pertinent to voters, as well. So, I urge all the citizens out there, in the audience, watching on TV, or totally oblivious to tonight's proceedings or of the RTM in general, to make the effort to become better informed about the issues and about those they've elected. I'd suggest that you not base your research on campaign ads or press conferences but to make at least some effort to grasp the essentials of the issue—based on real facts, not the propaganda of many cable television or radio shows. I believe we'd all be more discriminating and constructive if we paid enough attention to understand what's going on instead of accepting, at face value, the manufactured sound bites that seem to confirm our worst suspicions. Secondly, I'll recommend, as I have in the past that the best way to make government responsive and effective is to become involved in some fashion. No, you don't have to run for the RTM, God forbid, but there are many ways to participate on boards and commissions, appointed committees or citizen action groups. Yes, we're all busy and it's hard to put such community interests before that of family and friends. But try! Another de Tocqueville quote, "The health of a democratic society may be measured by the quality of functions performed by private citizens." Ultimately, it's pretty easy to criticize others, particularly when you don't trouble yourself to really fathom any of the complexities of an issue. In my experience, it's much harder to find solutions but, when successful, it's so much more gratifying than complaining. I'm here to tell you that we need government and we always will so we better get crackin' at making it more responsive and effective, transparent and accountable, yes, smaller and more efficient—although we'll probably never make it likable. So, as we approach the end of another RTM session, let us resolve to spend less time complaining about what we don't like and much more time devoted to becoming part of the solution, as participants in the messy process of government to the benefit of ourselves and others. As de Tocqueville also said, "The greatness of America lies not in being more enlightened than any other nation but rather in her ability to repair her faults."

There were 31 members present. Ms. Starr, Ms. Bruce, Mr. Suggs and Mr. Rea notified the Moderator that they would be absent. Mr. Timmins was also absent. Dr. Green and Mr. Rossi notified the Moderator that they would be late.

Announcements

Mr. Rose:

There were no corrections to the meeting of Sept. 7. If anyone has corrections, please send them to Jackie Fuchs, Patty Strauss or myself.

The next RTM meeting, I have good news and bad news: The bad news is we will need a supplemental meeting on October 19. The good news is it will save the town approximately \$800,000 because we can refinance some bonds notes. We have a very small window in which to do that hence the need for the supplemental meeting. I only found out about it late this afternoon. Had we known about it on Friday, we would have cancelled this and pushed this back to one meeting but we had no choice. It's probably worth our while to show up.

The regularly scheduled meeting after that is November 9 at 8 o'clock here as we usually have.

Upcoming RTM meetings: I don't have anything on the schedule. Does anybody have anything? [No.]

RTM Announcements

Bill Meyer, district 3, Eileen Flug and Bob Galan:

Here's the question: What is in 185 countries? Rotary, right! We have 99 clubs in Connecticut. Rotary. We had a great duck promotion last spring, very, very successful. We have another great promotion and Bob Galan is going to run it. Here's our treasurer, Eileen. Ira Bloom out here.

Bob Galan, district 3:

We're not going to name our 67 members here. On Oct. 29, Friday, Westport Sunrise Rotary is having its 21st annual wine tasting and silent auction. All net profits go to charity. I hope you will all be able to turn out and enjoy some good food, good wine and good items and good fellowship. Tickets can be purchased from anybody in Sunrise Rotary, particularly Eileen. Also, at Fairfield County Bank and the Liquor Locker at 68 Main Street.

Mr. Meyer:

Right below us is Westport Community Theater. We just had the play, "Enter Laughing". The best part is you leave laughing. It's the last weekend of "Enter Laughing" and you leave laughing. That's the important thing.

Jonathan Cunitz, district 4:

There are so many wonderful things about living in Westport but at the top of my list is the people. The people in this community have joined together to create Westport's newest park, the Sherwood Mill Pond Preserve on the site of the former Allen's Clam House. This Saturday morning 10 AM, we are having the official opening with the ribbon cutting ceremony. The ceremony will include a brief history of the site followed by ribbon cutting by First Selectman Gordon Joseloff. The Town of Westport purchased the property on the western side of the Mill Pond back in 1999 to prevent it from falling in the hands of developers. The purchase was funded from a combination of public sources and generous contributions from local residents. The former site of the restaurant and its large parking lot has been transformed into an environmentally sound passive setting

for nature observation. The preserve now features native wetland plants at the water's edge, a range of native plantings designed to withstand occasional flooding of the property, benches, walking path and a kayak and canoe launching area. For those of you who have canoes and kayaks, you have a way of getting into the beautiful Mill Pond and exploring it. Most of the plantings were done last fall, thanks to the work of many volunteers, but, again, this spring as recently as last week. Next summer, we are going to have an educational board installed that will feature some of the species and wildlife associated with the Mill Pond. The actual development of the Sherwood Mill Pond Preserve has been funded by grants, donations and individual contributions as I mentioned and labor was supplied by hundreds of volunteers and also the Town of Westport led by our Parks and Recreation Department. A committee was led by Sherry Jacobsen and our own Liz Milwe that spent hundreds of hours over the past few years bringing the preserve to its fruition. Other members of the RTM have been involved: Cathy Talmadge, Jeff Wieser and Gene Seidman from district 4. The ceremony, again, will be 10 o'clock and we hope to see as many of you there as possible.

Matthew Mandell, district 1:

Earthplace is pleased to continue with its annual environmental candidate debates. This year we will be co-sponsoring a debate of the fourth congressional district candidates, Dan Debicella and Jim Himes. This year it will be at the Doubletree Hotel on October 28 from 12 noon to 2 p.m. It is a lunch debate so there is a fee involved. Hopefully, people will come out and see these two candidates and hear what they have to say. As for the debate between state reps, we are hopeful that we will find a mutually agreeable date and when and if that occurs, I will let you know.

The secretary read item #1 of the call – To amend the Representative Town Meeting Rules of Procedure by adding Article XI entitled “Review of Zoning Actions”.

Presentation

Mr. Rose, RTM Moderator:

Before we go on, just a word or two as tonight's procedure is slightly different from the norm. Usually after Jackie has read the call, we have a presentation from the Administration or Commission or the petitioner and then we have a committee report. Tonight, the Moderator is placing the one item of the call on the agenda, and, therefore, I will be making the presentation. Also, there was a lack of hands that went up to volunteer to do the committee report, so the report is also coming from me. Now, in Robert's, when the head of the assembly is going to participate in the debate, they should relinquish the chair. It is not my intention to be involved during the debate. I will however answer questions posed to me regarding the item if a member feels I can help clarify something. However, as this proposal comes from me, as does the report, if the body wants

me to relinquish the chair prior to RTM debate I will certainly understand and will do so. If there is no vote asking me to stand down I will remain in the chair.

Now, on to the proposal and the reason I felt it was needed. First a little background for those who may not be familiar with this.

As everyone in the room probably knows, we recently had a fairly controversial overrule of a P&Z decision. During that process, a number of questions were asked by members of the public, petitioners, applicants, RTM members and the P&Z as to our procedures for these appeals. I realized that the public had a limited idea of what to expect when bringing one of these appeals forward and that; consequently, they were not as well prepared as they might have wished to be. I felt that the process, while still fair, could be improved upon. As you may know, after an initial meeting with the First Selectman, the Town Attorney's office, a P&Z Commissioner and myself, I had conversations with the Attorneys to formulate potential rules additions to make the process fairer and more transparent. I then held meetings with the Attorneys and the Deputy Moderator and the chair of the RTM P&Z Committee and, eventually, the RTM Rules Committee to come up with the proposal before you this evening. Before I go into the specifics of the proposed additions I want to emphasize that these are RTM rules additions. They do not impact the P&Z and their process or rights. They are not legislative changes of any sort. They take away no rights from the RTM that we have currently have under the Town Charter. They are suggested purely to help the public have a greater understanding of our procedures, and to grant extra latitude to certain parties that may appear before us in land use issues, that they may not have had under our typical meeting structure. With all that being said, let me address the five paragraphs of the proposal.

The first paragraph concerns our ability to hear "new" information that may not have been heard by the P&Z. As you know, the Charter guarantees the right of Westport electors to address the body at any RTM meeting. In discussion with the Town Attorney it was decided that as that was the case, we were, by definition going outside the record. Of course, we will try to make sure those comments are germane, but that is at the discretion of the Moderator and the body, as it always has been. Having this as part of our rules will clarify this issue up front so we do not have to debate our ability to do that as part of any appeal.

The second paragraph says that in our legislative capacity we will be guided by land use criteria and goes on to give some examples, the Town Plan of Conservation and Development, etc. It also states we are not limited to those named criteria. This, of course, does not give us the right to ignore state law in this area as that law of course binds us, as indicated by the oath we take when take office. It also implies that we should take into account our own zoning regulations. During the various iterations of this paragraph we decided on **guided by land use criteria** as sufficient as opposed to listing every possible item. But, we are in fact dealing with land use rights, so it was felt a reference to that was appropriate in this paragraph.

The third paragraph states that the RTM should become familiar with the record prior to the meeting. This should be fairly self evident. There was some more specific language in the original document, but it was decided that that was not necessary. The fact is the public, as always, has the right to expect us to be well informed on any issue that may affect them, and that we are voting on and this is just a restating of that fact. That we are adding this to our rules in this area is just a reminder of how seriously we take our position in cases like this.

The next paragraph is something I felt was particularly important. In our normal process, the public only gets up one time to address us. It was felt that in a land use issue there should be a further opportunity for certain parties to get up at the end of the public portion to correct any factual errors or misstatements that were made. I'll use a parking lot issue as an example. One member of the public asks us to overturn an item, because as they state, mistakenly, there are 120 parking spots laid out in the plans. The reality may be that there are 80. Certainly no one would begrudge a party getting up to correct this. This is not intended to be used as a time to fully restate a position or make a final appeal, but is intended to be as fair as possible to those parties named in the paragraph.

The final paragraph was put in to make sure that all members of the RTM have access to the same information. It is left to the individual member to determine whether something is relevant or not. For example, a letter saying, "vote for or against this" without citing any particular facts may not be relevant. A letter about the above-mentioned parking spots might be. And once it is forwarded to the Town Clerk's office then the other interested parties have access to it so they too see that information and can address that when it is their time to speak.

In short, this is about making the process clearer and fairer to the public when they come before us. It expands the rights of those who come before us to speak and it clarifies and does not diminish RTM powers or procedures in any way.

Committee Report

Rules Committee, Jonathan Steinberg:

The RTM Rules Committee met on September 21, 2010 to discuss possible additions to the RTM Rules of Procedure when the RTM hears an appeal of a Planning and Zoning Commission action which falls under chapter C10-4 of the Town Code. Prior to this meeting the Moderator had met, first with the Town Attorney's office, then with that office and the Deputy Moderator Jon Steinberg and the chair of the RTM P&Z Committee Matt Mandell to try to formulate additional rules to deal with that situation. Then, back in April, there was an initial meeting with the Rules Committee to discuss this proposal. After that meeting there were some changes made to try to address some of the concerns of the committee. At this most recent meeting a discussion was again initiated and after 2 ½ hours a revamped and modified set of Rules was voted on and the Committee is recommending its approval to the RTM. Among the key additions to the rules would be the following:

1. The rules will make it clear that the RTM would have the right to look at new material during an appeal. This will clarify this to both the public and the P&Z.
2. It will give the Moderator the right to give the petitioners, P&Z, applicants, property owners and interveners, a reasonable opportunity to address the RTM. The intent of this is to permit those parties extended time when needed, beyond the three minute limit typically imposed during the public portion, and to give them the opportunity to get up at the end of the public portion to correct any factual errors that may have been made during that public portion. In the committee discussion, it was made very clear that this should not be used as an opportunity to restate a case that has already been made.
3. That written material submitted to RTM members that the member deems relevant to their decision should be forwarded to the Town Clerk for distribution to the body so that all members will have the same facts available to them.

It should be pointed out that none of the proposed rules would take away any of the RTM's current rights or powers when reviewing a P&Z decision. There were five paragraphs in the proposal, all of which were discussed in length. Each one was voted on separately. After modifications were made, each paragraph in the document that you now see was approved by an 8-0 vote for recommendation to the entire RTM. Those members present and voting: Matt Mandell, John McCarthy, Hadley Rose, Steve Rubin, Lois Schine, Jon Steinberg, Sean Timmins, Chris Urist; participating in the discussion but had to leave before the vote: Barbara Levy and George Underhill. Respectfully submitted: Hadley Rose, Chair and reporter.

Members of the Westport electorate

Town Attorney, Ira Bloom: Thank you for this opportunity to address this issue. I'd like to give you my perspective on this for several reasons. I was involved since January when this first came up. I have also been dealing with this since I served on the RTM beginning in 1981. I have dealt with it as Town Attorney for the last 14 years so I'll offer you my thoughts on this. I took the time to write them out. There are copies here if anybody would like to keep them.

On January 13, 2010, as the Moderator indicated, the RTM overturned Text Amendment #601 regarding National Hall. Gail Kelly and I were asked by First Selectman Gordon Joseloff and RTM Moderator Hadley Rose to prepare a possible new rule for the RTM to articulate some standards regarding the RTM's power to review certain actions of the Planning and Zoning Commission as set forth in Charter Section C10-4. As you know, this Charter provision is rather unique in the State of Connecticut. With the possible exception of Stamford, Westport may be the only town where the legislative body has the power to review and potentially reverse certain zone regulation or zone map changes in the entire state of Connecticut. Why is this review power so unique? Why

have we been spending so much time over the last eight or nine months spelling out new potential rules for the RTM? The answers to those questions derive from the fact that when reviewing these Planning and Zoning actions, the RTM—a legislative body with 36 members, no staff, and no particular expertise in the land use area—is being asked to review issues which deeply affect individual's property rights. When dealing with such property rights, you are making basic decisions as to how property owners use their own property. This is one of the most important things that municipal government does, and the law is quite clear that certain laws and due process must be followed. Frankly, the RTM's review power under Section C10-4 derives from a different era. Back in the late 1950's, when this Charter provision originated, the Planning and Zoning Commission was an appointed body, and undoubtedly the intent of this provision was to have an elected body—the RTM—review certain actions of an appointed body, the Planning and Zoning Commission. That has changed, of course. The standard set to trigger this review—twenty electors or two RTM members, a low threshold,—also reflects a different era. This threshold is viewed by many today as too low but that is a subject for another night and a Charter revision issue. In any event, by all available evidence, this system worked reasonably well for many years. When I served on the RTM in the 1980's, I can recall only a few situations where the RTM was asked to review a Planning and Zoning zone change or map change. In one instance, a text change for the Saugatuck area was reversed by the RTM. That may have been the only time that happened since the National Hall situation. This was a power which was used infrequently, probably for good reason. As you know, to overturn the P&Z, an affirmative vote of 2/3 of the total membership of the RTM is required. This is certainly a high standard, also by design. The RTM can only adopt or reject the Planning and Zoning action, and it has no power to modify or amend the action according to the Charter. In recent years, the use of Charter Section C10-4 has become more frequent. Maybe this is a sign of our more adversarial times. Less deference is given today to other boards and commissions. In any event, the situation culminated with the National Hall review. A number of observers, including some RTM members and including the RTM Moderator himself, thought that it was time to articulate some standards for the RTM. Is the RTM, for example, strictly limited to a review of the Planning and Zoning record? How should the RTM undertake this review and what factors should be considered? Should interested parties such as the applicant or interveners whose property rights were at stake be given multiple opportunities to address the RTM, correct mistakes, and make a final argument? So Gail Kelly and I started out with those questions in mind, and carefully reviewed a number of cases and analyzed this provision carefully. We started out with the following goals which we hoped would be incorporated into the new rule. I want to go through these so you know where we started from:

1. The Charter provision says that the RTM shall review the action of the Planning and Zoning Commission. This suggests to us that the same land use criteria used by the Planning and Zoning Commission must be used by the RTM, including the general statutes, specifically Section 8-2, the Zoning Regulations, and the Town Plan of Conservation and

Development. We pointed out Section 8-2 specifically, because it is a long and detailed statute which provides a number of important standards. It should be reviewed and must be part of the review process. In applying these criteria, the RTM can surely reach a different conclusion than the P&Z, but the review must be guided by those land use criteria in our judgment.

2. Is the RTM strictly limited to the record? We concluded quite quickly that the RTM cannot be strictly limited to the P&Z record. After all, the Charter itself says that any elector can speak at an RTM meeting. Accordingly, once a speaker addresses the RTM, the RTM is already outside the record. So a strict ruling that the RTM must limit itself to only the P&Z record would violate that Charter provision. That wouldn't make sense. Having said that, we have never believed that the RTM should conduct a *de novo* hearing. *De novo* under the law means "from the beginning," and we do not believe that the RTM review should duplicate, from the beginning, the Planning and Zoning hearing. Certainly, the time prescribed by the Charter provision wouldn't allow for such a review. Some Planning and Zoning hearings take days or weeks. Although the RTM is not strictly limited to the record, we do not believe that the RTM should have unfettered discretion to consider any issue or any topic in this review. It is a tricky balance, and one that needs to be discussed and defined. The draft before you offers no guidance.

3. We acknowledged that the RTM is a legislative body. At the same time, the Planning and Zoning Commission, when it passes a text amendment, for example, is also acting in a legislative capacity. Yet, even though the RTM is a legislative body, we believe the review should be guided by those specific land use criteria which provide the standards for P&Z actions and which I outlined a few moments ago. There are some RTM members who believe that the RTM can basically do whatever it wants in this review process, as long as it is "in the Town's best interests." We do not agree with that and do not believe a court would uphold such a broad and undefined standard when dealing with property rights. That's a key difference, people's individual ownership rights.

4. As to the conduct of the review, since this is a unique power to Westport, and since we are dealing with perhaps the most important issue that we handle, we believe that the RTM, as well as the P&Z, is obligated to conduct its review with full due process considerations and fairness to all parties. This means, quite simply, that the interested parties must have a fair and reasonable opportunity to address the RTM. More specifically, this means that these parties may have more than one opportunity to speak to the RTM, notwithstanding any rule which would suggest otherwise. Otherwise, we face a possible due process claim and a possible lawsuit based upon due process.

5. Everyone on the RTM must be familiar with the record from the P&Z. This is critically important. Anyone who appears before you attempting to defend their own property interests should be assured that

you are well prepared. The same rule applies to Planning and Zoning Commission members. They must be familiar with the materials, and if they miss a meeting, they have to catch up. This again is basic due process.

6. It is important that everyone have the same base of information consequently the sharing concept that the Moderator pointed out.

So those were the goals and guiding principles that we started out with, and we met on multiple occasions with members of the Rules Committee and then with the full Rules Committee on two occasions. I have in my file at least six drafts, I counted, it's actually closer to 10, of the proposed rule which you have today. The earliest ones were drafted in February by Gail and me. Certain changes were made in early March, which were satisfactory to us. I must tell you, however, that since late March, there have been a series of other deletions to the earlier draft which have been made which are not satisfactory to us. While one or two of the deletions may have been acceptable, the cumulative effect of all the deletions, including the most recent ones at the Rules Committee meeting just a couple of weeks ago, have rendered this draft less specific and not as clearly supportive of the goals I just identified. I cannot take you through all the versions and all the changes tonight. I can only tell you that in the earlier drafts, the statement that the RTM shall be permitted to receive materials outside of the original record had some qualifying language. In this draft, it does not. I can tell you that the statement the RTM review will be guided by land use criteria originally had very specific references to those criteria, as used by the Planning and Zoning Commission. That language has also been changed. I can tell you that in the earlier versions, there was a provision providing that RTM members shall become familiar with the P&Z record, with additional specifics. That also has been changed. It is no longer mandatory. My concern, therefore, is that what you currently have before you is unclear, and, because it lacks some of the detail from the earlier drafts, it will allow for multiple and perhaps contrary interpretations in the years ahead—interpretations which may lead to court challenges if a property owner feels aggrieved. I have given you our interpretation, but others may differ. Candidly, we feel that the earlier versions that we had drafted and discussed with some of the others on this body had a greater level of specifics which made the new rule clear to all concerned and properly protective of the basic property rights at issue. We do not feel the current version does that. Both Gail and I remain committed to this process and would be happy to work on this more. We look forward to hearing your thought and comments as the night progresses. Thank you for your time and I'm sorry for going on too long.

Ron Corwin, 20 Grove Point Road, Chair, Planning and Zoning Commission:
Mr. Moderator, I have copies of my statement as well. They are available for anyone who would like one. I am speaking tonight on behalf of all the officers of the Planning and Zoning Commission—Ellie Lowenstein, Vice Chair, who is in the audience and David Press, Commission Secretary, who is out of town. He asked me convey his regrets at not being here and to add that he would surely

have attended the meeting if he could have. This statement is a joint statement from the three of us.

The proposal before you tonight takes away Westport citizen's rights regarding land use decisions under Connecticut law and the Town of Westport Zoning Regulations, specifically the rights that they are guaranteed when they bring an application to the P&Z. How did we get here? In December, the text amendment regarding the HDD Zone and National Hall was approved by the Planning and Zoning Commission and that approval was overturned a few weeks later by the RTM. The next day, five P&Z Commissioners, not all of them voting for the text amendment expressed alarm and concern on the record that the RTM appeared to have ignored the Connecticut land use statutes, regulations and case law, simply discarding the rights of applicants and the public in coming to its decision. By law, land use bodies, including the Planning and Zoning Commission, must follow the Connecticut State Statutes, Connecticut case law and our own regulations, as well as the Town Plan of Conservation and Development when we review an application, rezone or create regulations. There are explicit boundaries of what we can and must consider and, importantly, what we cannot; the standards we must apply are spelled out and we must apply them; there are clear standards that protect the rights of all the participants to have the time to make their case, to present evidence, to question the evidence provided by others to call experts; citizens in front of Planning and Zoning have rights regarding timely, public and complete notice of hearings and proceedings, rights to review the entire record; rights to be protected from conversations between commissioners or between interested parties and individual commissioners that are not held in public on the records for all to hear, respond to and evaluate; they have rights to know the reasons why the commission makes the decision it does. This list of legal protections and others that P&Z flows are embedded in Statute, Town Regulation and case law and they provide for due process protection for citizens in dealing with property rights; however, the proposal before you takes these rights away. How? Here is an example: Planning and Zoning can take into account the broad financial impact on our community when we review or create text amendments but Planning and Zoning is specifically precluded from considering the price of a single transaction as a basis for decision-making; however, in the RTM's review of the National Hall decision, several RTM members cited dissatisfaction with the price of the transaction as a reason they were voting to overturn the amendment. There were multiple references to the price tag being too high, windfalls to 'driving the price down' by overturning the P&Z decision; it was said that the price was so attractive that one member would like to show the deal to his company. Think about it: This was a transaction between private parties who agreed on a price, with no public money involved...and some RTM members voted to overturn the transaction because they did not like that price. This proposal before you does not prohibit such considerations. The proposal before you tonight is purposely vague. Specific references to Connecticut law and Westport Town Regulations that provide citizens' protections have been stripped from it. Several RTM members have stated publicly that they supported this proposal precisely because it has not

regulatory references. Here is another example of our concerns: While many P&Z Commissioners shared admiration for the interior of the Inn at National Hall, state and federal legislatures and local land use regulatory bodies cannot tell private citizens what color drape to put in their offices or homes. The Planning and Zoning Commission cannot take interior designs or finishes of a property into account in making a land use decision. Yet, the RTM held extensive discussions about the desire to save the interiors of the Inn at National Hall. If the current proposal is adopted, citizens will have no guaranteed protection against this kind of intrusion. I understand, Mr. Moderator, that you have noted that, in the future considerations, the interior of a property will not be taken into account but you will not always be the Moderator and, if there are not guidelines, there will be no protections. Another concern, Mr. Moderator, is that all P&Z communications regarding an application between commissioners and between any member of the public and any commissioner must be in public on the record. With this RTM proposal, private lobbying of and within the RTM, that an applicant or the public does not even know is going on, no less be able to respond to, is allowed. Additionally, at the P&Z, there must be a record kept of all proceedings to protect all the interested parties and to preserve a record so that should a review by a court be required, the complete record is available to the court. No such protection is provided under the RTM proposal. Yet another concern: At the P&Z, each commissioner must attend not only the first hearing for an application but if a commissioner misses a meeting, he/she must state on the record that he/she has reviewed the recording of the missed meeting. Nothing like this is required of RTM members. In a worst case scenario, an RTM member would not be required to attend any meeting, not be required to review any material, not be required to listen to any argument and could just show up at the right time...and vote. None of these protections for Westport citizens, the public or the applicants in land use matters are guaranteed if the proposal being considered tonight is adopted. Mr. Moderator, when the First Selectman asked the Town Attorney to propose guidelines for the RTM in reviewing P&Z actions where they are permitted by Charter to do so, we were hopeful of a good result. Indeed, the Town Attorney's early proposals were very much in that direction. What we have, unfortunately, bears little resemblance to what was proposed by the Town Attorney's office. Time does not permit me to review the proposal phrase by phrase. And the Town Attorney has already addressed this matter. Suffice it to say, when referring to town and state regulations and statutes, this proposal has stripped out words like "shall" and replaced them with non-binding phrases such as "should" and "guided by." Here, in fact, are phrases, words, references and sentences that were in the original proposals of the Town Attorney that have been eliminated from the proposal now before the RTM.

Under standards of review:

Any explicit reference to State of Connecticut's Statutes Governing Municipal Planning and Zoning, the Town of Westport's Zoning Regulations, --out

"All RTM members participating in the review of a P&Z action should become familiar with the P&Z record prior to the RTM meeting" is left in

but “including the audio or video recording of the public hearing and work session along with any written materials submitted to the P&Z” –out.

Under discussion and debate:

Dealing with the right to rebut testimony and question witnesses ---

Further, these parties shall also be granted a reasonable opportunity to ask direct questions of others, rebut arguments and, if desired, concluding remarks. ---out

In fact, if this proposal is adopted, the due process rights of our citizens will be taken away; basically, all the things that went on during the last review could continue...except now the process will be codified and have the imprimatur of the town. This proposal before you tonight is a huge deterrent to imaginative and forward looking developers—those who will bring restaurants, perhaps theaters, interesting retail stores, things we want to attract to our town. They will look at this proposal and will decide that Westport is just too risky and potentially too arbitrary to deal with...and will go elsewhere. Some already have. This proposal, if adopted, exposes the town to a significant liability in discarding citizens' due process property rights and protections in land use decisions. Mr. Moderator, your soothing words notwithstanding, passing the proposal “as is” will have a corrosive effect on the already suffering downtown and commercial areas, is unfair to our citizens and strips Westporters and applicants of their property rights under Connecticut law. Thank you for granting me the additional time.

Nora Jinishian, Planning and Zoning Commissioner, 5 Quaker Road:

First of all, I fully agree with the comments that Mr. Corwin presented. I am not going to repeat everything he said. I am the newest commissioner. I have worked very hard over the past year to bring myself up to speed on land use issues. I have attended training sessions at the state and local level to educate myself. So, on one level, my knowledge at the beginning of my term was closest to that of an RTM representative; however, the major difference is that I have an enormous amount of information that I must read prior to any hearing that I sit on. In addition, I have the added bonus of land use resources provided to me by the town and state in prior training sessions in order to have the appropriate references for the information that I will not initially understand. I also have the ability to go into the Planning and Zoning Office and seek information from the professional land use experts that were hired by our town as well as to review the town. Often, I am quiet at meetings because there is a lot of information to absorb and I want to fully understand it before making a careful decision based on the information that I have read and heard. I would never presume to make a decision on something that I didn't basically understand. That's what we do as Planning and Zoning Commissioners. We are governed by many regulations at the state and local level. We also have the enormous privilege in our legislative role of being able to help structure and change regulations that we feel are outdated or inappropriate for the current times. Despite the fact that we may not all agree on the final outcome, there is enormous thought, discussion and research put into the process of every decision. That is why we were elected by town-wide elections to do this job. I have a huge problem with the presumption of

some members of the RTM that their knowledge is greater than that of the Commissioners on the Planning and Zoning Commission and that they have the right of review without prerequisite of the necessary knowledge that we, as commissioners, must have to sit on a hearing and be involved in the decision-making process. If you want the right to review, you must be willing to be informed, which is inherent in the right to review. I know there was much thought in the writing to the final resolution; however, as it stands, it's not doing anything to protect the rights of the homeowners of Westport. With its safe, watered-down use of language, it basically allows a body of people that each represent only one of nine districts in town to vote on something that impacts the entire community. Those people are not even required to understand the fundamentals that land use decisions are based on.

Kathy Walsh, 6 Wilcox Lane, Planning and Zoning Commissioner:

I really had no intentions to speak at this hearing. I am compelled to do so. I was the one dissenting vote on the HDD. In this case, I must say, my colleague Mr. Corwin, made an excellent presentation. I think the latest proposal is a little vague. I think there are many times, I watched the tape of the hearings, many times when I was just cringing because there were so many things that were inappropriate and, had Mr. Corwin, or someone, had the ability to just stop it there, we could have gotten it back on track. The one thing I do know for sure is that we need to have a clearer signal to our community, our developers, it really does have an impact on them. They are not sure which way we are going. We need to be more clear as a body. We do need some regulations in place but, if they could be tweaked, and maybe go back to what the original proposal was, one that I think might do better for all of us.

Howard Lathrop, 10 Pond Road, Planning and Zoning Commissioner:

Although Mr. Corwin said he was speaking for the three officers of the Planning and Zoning Commission, I'd like to add my name to that list. I'd also like to say that I've been involved in building and architecture for 50 years and sitting on the Planning and Zoning Commission, many of the things that we deal with are gray areas. It takes a lot of time, a lot of deliberation to reach what we all feel is a fair outcome. It is not something that can come in one meeting, being voted on by people that haven't taken a serious amount of time to understand all the issues. I am opposed to this proposal.

Mr. Steinberg read the resolution and it was seconded.

RESOLVED: That in order to assist in the implementation of Section C10-4 of the Westport Town Charter, the Representative Town Meeting ("RTM") hereby amends the Representative Town Meeting Rules of Procedure by adding the following Article XI. **REVIEW OF ZONING ACTIONS**

162-25 Standard of Review

The RTM review of a Planning and Zoning Action pursuant to Section C10-4 of the Town Charter shall not be strictly limited to a review of the Planning

& Zoning Commission ("P&Z") record. Rather, the RTM shall be permitted to receive additional comments and materials outside of the original record.

The RTM review, in its legislative capacity, will be guided by land use criteria. These criteria include, but are not limited to, the Town of Westport's Plan of Conservation and Development and general health, safety and welfare considerations.

RTM members participating in the review of a P & Z action should become familiar with the P & Z record prior to the RTM meeting.

162-26 Discussion and Debate

Petitioners, P & Z Commission, applicant/property owner and statutory interveners shall be granted a reasonable opportunity to speak to the RTM.

162-27 Additional Information Received

Written materials relevant to the review should be shared with the entire body by providing a copy to the Town Clerk.

Point of information, Mr. Mandell: Paragraph three: "...**should** become familiar..."

Mr. Rubin: Second of the corrected resolution.

Mr. Rose:

The reason I had Mr. Steinberg read all the text this time is because there are people who may be watching on TV who have never seen this, have heard us refer to paragraphs but they really don't know what the text of the paragraphs is.

Members of the RTM

Jack Klinge, district 7:

Thank you, Mr. Moderator, for bringing me up here early. I have got a lot of stuff to shoot at so feel free to get out your notebooks, take notes and get your ammunition ready. Until Ira mentioned we couldn't do this with a town Charter change, I was going to start off by saying I would raise the barrier for the RTM considering changes to decisions made by the Planning and Zoning Commission to probably a majority of those in attendance the night it was presented. I think two members or 20 legislators is not nearly a high enough barrier for us to be considering something. There's one thing. Secondly, we are all here entitled to our own opinions. We are not entitled to our own facts. That's going to be one of the great problems that we are going to have to deal with as we consider overturning decisions. There are members of the RTM who would like to adopt their own vision for a future Westport through the RTM. I wonder if they wouldn't be better served running for Planning and Zoning Commission but I don't like to see this body be used as a device for members to push their own agenda and their own vision for the town of Westport. I would like very much to hear more from Ira about what the January write up of this document looked like, seemingly more specific, less vague, more requirements for our performance as opposed to what here seems to be somewhat lacks, my word, some of the issues that I really think we are going to have to be dealing with. If we pass this the way it is, some

thoughts: We should become familiar with the P&Z record. Who is going to decide if 36 of us did become familiar? And to what degree? Who is going to set that criteria? Who is going to judge? I suspect we all didn't do our total due diligence before voting on the National Hall decision. I frankly voted to overturn it. I thought it made good common sense but I certainly won't get up here and tell you that I was totally knowledgeable about all the facts in that case prior to voting. We have the right to look at new material. Who is going to decide the factual content of that new material? Will it be opinions or will it be factual? Will prior experts be called in to rebut new experts? Or must we only hear it from the latest version? Again, who decides fact from opinion? We are really going to see, in theory, not a rehash of the Planning and Zoning case, but a new abridged version. So, I think any rules that we set and guidelines must provide both sides in the issue equal due process, equal right to call their experts, separate facts from opinions, not just the last man standing or last person talking. I am very concerned that we are being asked to make decisions without really knowing and having agreed to what the facts are. So, at this stage of the game, I am very loathe to support this amendment as written.

Mr. Galan:

First, I'd like to commend the P&Z. Of late, they have been taking a fairly proactive stance in actually getting some planning done, putting forth amendments that have come from the Planning and Zoning Commission as opposed to reactive to text amendments brought forth by third parties. I think, even further, certainly that is a better way to go because those will be put together with all the statutes and regulations and everything taken into consideration. Even with that, there is room for some discussion as was evident the other night. Specific to the issue of National Hall, I can't speak for 36 members of the RTM but I can certainly tell you why I voted to overturn. First of all, the petitioner is a land owner within the HDD so, obviously, somebody who is directly affected wanted some kind of recourse and redress on the issue. There was a comment made in one of the presentations about, 'If things are overturned, you might end up with a lawsuit.' There are lots of things that come that may or may not get challenged. The HDD, itself, could feasibly be challenged as spot zoning. It is the only zone of its kind in the entire Town and it only encompasses about six or seven buildings. So, we were asked by somebody who owns a piece of property within that zone to review a decision that was taken which was put forth by a developer who wanted to redo a text amendment on a spot zone, in my opinion. We are here as a body to give regress among other things to the public. The two-thirds majority required to overturn another body is also a fairly stringent hurdle. Again, I can't speak for all 36 or the reasoning behind them but enough people, it's 2/3 of the total body, so anybody who is absent or abstaining is de facto a no vote. Again, it makes it that much harder to overturn something. I don't think this is something to be taken lightly and I feel that the text as it's proposed gives a certain amount of latitude but does give a framework within which the body needs to work moving forward.

Allen Bomes, district 7:

I first have a question. This regulation, these changes, specifically address P&Z decisions. What about the other reviews that we conduct against Flood and Erosion or Conservation? Is this specific to P&Z?

Mr. Rose: Yes.

Mr. Bomes:

I was one of seven that voted not to overturn P&Z. Even though I did that, I do not believe that any action is warranted tonight. Let me make this clear. I am not in favor of stronger regulations. I don't think any are necessary at all. This is my seventh year on the RTM. There has been approximately one request to overturn per year, so it's been about five, six or seven. Every one before this National Hall was, the P&Z decision was sustained so I find it very curious that, all of a sudden, that we have actually overturned P&Z, that we hear from everyone that our procedures were wrong. If they were good enough before, they should be good enough now. Specifically, the National Hall proposal, there were two committee meetings and an RTM meeting and not once did anyone from the Town Attorney's office get up and tell us that our procedures were flawed. It wasn't until we overturned the decision that all of a sudden we were told that we have to change our procedures. Again, I'm not convinced that anything is necessary. I think there are unintended consequences that could crop up. The RTM has been around 65 years and it seems that all of a sudden, we need to change our procedures. I just don't think we need to.

Wendy Batteau, district 8:

The most relevant point to me is the first point made by Mr. Bloom which is that the Town Charter specifies that any action by the P&Z Commission should be subject to review by the RTM and specifies that the RTM can only approve or reject a decision. It can't change it. Mr. Bloom went on to say that the clause was an artifact of an earlier era implying that it, therefore, was probably out of date and shouldn't be applied any more. So, as I remember, all of the United States government is based on a document that is a couple of hundred years old and, as much as I would like to have somebody change the second amendment, the Supreme Court doesn't seem to be ready to do it. I take exception to some of the comments that were made implying that the RTM does not do due diligence. On the other hand, certainly, we cannot be as up to date on every land issue provision as you are. It's just a matter of fact. I am wondering if that is what is envisioned by that clause by saying that the RTM is allowed to hear appeals. Isn't it saying, as the constitution provides for checks and balances, maybe that's what the Charter is trying to do. Maybe the RTM should be looking at things from the RTM's point of view. There were other things said that painted an idealized vision of P&Z and a kind of dumbed down vision of the RTM. We won't go into that. That's probably inappropriate; however, having said all that, I also felt this particular amendment or new rule rather vague. I am always wary of seeing words like: "Granted a reasonable opportunity, the RTM should become familiar

with the P&Z record” and that kind of thing. So, I would be interested to see what the earlier iterations of this rule looked like because I think it’s likely that this does need to be tightened up in some way or another. I do take the Moderators point in saying that we need to clarify this so that the property rights of Westport residents will be taken into account, so that the decisions made in good faith by people who weren’t more expert in these matters are taken into account but so that the reason for the Charter provision is taken into account. That’s not an endorsement or a non-endorsement. I think we need to just see something that would be more specific.

Point of information, Dick Lowenstein, district 5:

We have had two members ask for a better understanding of what was supported by the Town Attorney’s office. I would like to ask that the Town Attorney tell us what he proposed.

Mr. Rose:

That’s not a point of information. If the members of the RTM specifically wanted to ask Mr. Bloom, they certainly within that right and any other member has that right. It’s not your right to interpret their comments.

John McCarthy, district 9:

Why are we here? Mr. Bomes put it very well. This hasn’t been a problem before. I think I speak for everyone that has spoken to me in town about this issue. The only reason we are here tonight, the only reason this became an issue was because this body was threatened with a lawsuit for its so-called egregious actions. The way I view it and the way many of you view it, we simply had the nerve to exercise our Charter and our legally-given right to review the action of another town body. We are hearing a lot about property rights tonight. I think 20, 30, 40 or 50 years ago in the so called earlier era when we were given this right, I am pretty sure what was in the minds of those that gave it, it is very interesting to note that nobody has actually gone back to the legislative history and gone back to the meetings in which this was given to get specifically what people were afraid of. Yes, I do understand the P&Z was appointed at the time and they did want an elected body to have some check over that. There has also been some concern about the partisan nature of certain bodies in this town. We are a non-partisan body. We all have got our party affiliations or are unaffiliated yet, by and large, we don’t act or do things based an affiliation. That’s not true of Planning and Zoning. They are elected as a member of a party and we’re not. That’s kind of why I’m never going to be a member of the Planning and Zoning Commission. To simply say, if you really want to have an impact on these types of issues, run for the Planning and Zoning Commission, no, I really don’t want to do that. I’m not really interested partisan politics. What I am interested in is making sure everyone has a voice. One of the reasons that I voted to overturn the Inn at National Hall was that we had two property owners. One property owner said, ‘I want this zone changed.’ Another property owner said, ‘I don’t want this zone

changed.' Whose property rights are we talking about here? I really want someone to explain that to me. Whose property rights are we talking about here? That really hasn't been explained to me in a satisfactory manner. We have got an activist Planning and Zoning Commission. They are bringing forth lots of new ideas, lots of new zoning regulations having to do with affordable housing, having to do with sizes of the houses on the lots, lots of different things that are happening. These are not items that are being brought by individual applicants. These are the items that have come up through the study and through the policy proposals of the Planning and Zoning Commissions. So, when someone says we need to make sure that we are protecting property rights, fast forward a month from now, if we get the legislation that is being proposed, I think it's Amendment 621, this is going to affect every single property owner in Westport. So whose property rights should we be taking into account if we do get that amendment to review? I would like to know that. I'm going to finish up. The main reason I did vote to overturn National Hall was the fact that the hearing held for one evening so basically they were sitting here and they said, 'Okay, here's the meeting. Who wants to talk? Anyone else want to talk?' No? Bang. The hearing is closed. At that point, no further public information could be given. As a matter of policy, something we do on many different issues including Historic District and other items, we keep things open for at least two meetings. The fact that the Planning and Zoning Commission opens and closes hearings in a single evening, to me, does not give people the opportunity to fully engage in an issue, to read about it in the press, to hear what other people are saying about it and then come back and give their own opinion. That's something that I think should be built into the process. I have spoken to others of you on the RTM and I have spoken to others in town and I think, as a general policy, I'd like to propose and it's something I'm going to take up with a few others, if there are any zone amendments or any changes that we could review that are open and closed in a single evening, I think, as a matter of principal, we should bring it to the RTM for review to give the public another bite of the apple, to give the public another opportunity to get their opinions on the issues out. Yes, I know the Planning and Zoning Commission has a very busy agenda and I respect that but I was actually sitting right there last week when the inclusionary housing text amendment hearing was opened for that. It was the opinion of many in the audience that there was a strong desire on the part of the commission to close the hearing that evening. There was a member of the audience who was getting ready to speak and he said he's got 30 minutes to speak and so the chairman held the meeting open and it will be discussed again at a future meeting. That's the way it should happen. Give people the opportunity to come back a second time, to talk about it in a public forum once it's been out in the press, once it's been discussed. If that doesn't happen, I strongly urge that we bring those issues to the RTM for review.

Mr. Lowenstein:

This is now my time to ask a question. Mr. Bloom can you explain to us what was proposed originally so we can contrast it with what is being proposed tonight.

Attorney Bloom:

Before I answer that, I'm just going to note that Gail Kelly did look for the history of this provision. She looked at the RTM minutes back in that period. She also looked at the Charter revision minutes going back over a long period of time and, unfortunately, did not find anything illuminating on this particular issue. I am holding all of the revisions that I just pulled out of my file. That's part of the problem. I believe I have, right in front of me, the earliest one. I can tell you a few provisions. But let me just tell you, here's one and here's another one that's not dated. This one is dated Feb. 2, another Feb. 2 with further changes on it. Then there was Feb. 26 which has additional changes, two versions of that. Then there is 3/1 and then 3/3 which has a number of changes to it. Then there's 3/5, these are dates of course, March 5. Then there's March 24. Jonathan Cuntiz gave us his own version on March 24, another March 24, a couple that were undated, then we have a gap in time. Nothing happened for a while. Then, the Rules Committee, 9/21. There have been quite a few versions of this and each one has changes, some small, some less small. I could tell you, to try to answer the question, in an earlier version, it read that "The RTM shall be permitted to receive additional comments and materials outside the original record in accordance with the normal procedures." That was our attempt to acknowledge the fact that the RTM procedures, probably a better word would have been "in accordance with the Charter" might have been a better way to phrase it, the Charter says that people can speak. That immediately takes you outside the record. So, that was an effort back then to indicate that you cannot be strictly limited to the record but, at the same time, you should be somewhat focusing on the record and somewhat limited to the record but there is a discrepancy between what the Charter says, the RTM rules and what normally happens in a review of a land use decision. We were trying to bridge that gap in a fair manner. An earlier version said, "The RTM review will be guided by land use criteria" which also govern the P&Z in such matters so, it ties it in to the P&Z action. That phrase was deleted. Earlier versions mentioned the criteria as according to "...the Plan of Conservation and Development, general police powers, section 8-2." There is another one which talks about the regulations specifically. An earlier version said that "all members participating **"shall become familiar"**, not **"should become ..."** with the P&Z record. It is spelled out, "Such record shall include the audio/video recording of the public hearing and work session along with any materials submitted to the P&Z." Let me just stop and say something. The language says, "...become familiar with the record..." That's the language we use in the Planning and Zoning context too. When a P&Z member misses a meeting, they have to say on the record, "I missed last week's meeting but I have taken the time and I am now familiar with the record." They are not given a test. Nobody says, 'How many hours did you spend doing it?' Nobody tells them how to do it. Nobody says to take the DVD's home and watch them at home. The point is that you have to become familiar with the record. How you become familiar with the record is up to you. You should come here and sit and become familiar with the record. That is an important legal and traditional standard. We didn't make it up. We have the word "shall" instead of "should". It is spelled out what the record consists of just

so people understand that the record consists of written materials, it consists of the transcripts, earlier DVD's and you should become familiar with that. An earlier version also talked about the 8-24 reviews which are statutory and that's a separate consideration. That was taken out also. An earlier version talks about the rights of people who were involved: petitioners, P&Z Commissioners, applicant property owners. That has been modified somewhat. That, perhaps, is not objectionable. It says, "should be granted a full opportunity", now it says "reasonable opportunity" and it outlined that they would have some opportunities for direct questions of others, rebut arguments and make concluding remarks. It did say that the Moderator may impose reasonable time limitations on RTM members. The last section dealing with sharing of RTM communications had more detail, also, on how you should do that. I'm giving you an early version. There were subsequent versions after this early version where changes were made, compromises were reached. I was comfortable with some of the changes. Gail was comfortable with some of the changes. Others that we worked with on the RTM back in March were also comfortable with some of the changes. More changes and more changes and more changes were made and you have the result tonight. I'm not suggesting at the moment that this version that I'm showing you from back in January or February is the only version acceptable but it gives you some idea of some of the detail that was in the earlier versions and then gradually was diminished and diminished. I think this can be done. I don't think this is an impossible task. I thought we were getting close back in March. I think, with the addition of some small but important changes, we can make this entirely workable.

Mr. Lowenstein:

Thank you Mr. Bloom. I am going to propose some changes but before I get to them, I want to address a few other points. The question about the legislative intent of the Charter Commission was brought up. Ms. Kelly said she checked. She couldn't find anything. Mr. McCarthy raised the question about what it was. The only record I have is what Sidney Kramer said in a Letter to the Editor back in the winter of 2009/2010. Writing in the Westport News, he said that he was a member of the Charter Commission and that the change that is the subject of tonight's discussion was, in his words, "... to assure that due process is given to applicants appearing before the P&Z" and not the other way around. That's the only piece of legislative history I can point to but it is a claim made by a member of the Charter Commission, Sidney Kramer. Why the applicant in this case, Greenfield Partners, chose not to appeal, I think is an interesting discussion, not appropriate for this meeting. Irrelevant is a better word. Tonight, I want to appeal first to the Rules Committee of the RTM, the members who voted to submit this to the full body, and also to the entire RTM which will vote on it at the end of the evening. I want to read to you something that is very familiar to all of you. You do say it periodically. It is something that you say on the stage, "that you solemnly swear that you will support the Constitution of the United States, the Constitution of the State of Connecticut and the laws and ordinances of the Town of Westport and you faithfully discharge the duties of RTM member to the best of your

abilities, so help you God.” That is the Oath of Office that each and every one of us has taken when we are sworn into office. I think it is an important point to me because I really feel that the question before this body is a question of law. It is the intent that we follow the law. If you recall, back to the minutes of the meeting when we voted on National Hall, we thought the Planning and Zoning Committee made the explicit statement, I’ll read it to you because I don’t want to get the wording wrong: “The RTM is explicitly not limited to the P&Z Commission’s hearing record, nor by the Commission’s statutory constraints. The RTM is entitled to request and accept additional information before rendering a decision.” The second sentence “...accept additional information”, I think has been adequately explained by Ira Bloom that the committee decided it was not bound by law. I can’t accept that. There is a concept in American history called nullification. It goes back to 1832 when John Calhoun from South Carolina said that South Carolina did not have to obey certain federal laws regarding tariffs. Eventually, there was compromise. The law was changed, etc. The official nullification as a concept does not exist in American law in 1955. At the conclusion of the Brown vs. Topeka Board of Education which overturned segregation in the schools, a group of states decided that they were going to ignore the law. School Boards said, ‘No way. You cannot nullify federal law.’ A law is a law. You can challenge the law but you can’t say I’m not going to follow it, particularly, if you are a governing body. Therefore, I am going to propose an amendment that will hopefully satisfy everybody and satisfy nobody. If you look at the second paragraph where it says the “RTM review in its legislative capacity, etc., etc.”, I am going to propose the following:

The RTM review in its legislative capacity will be guided by ***the laws and resolutions that govern land use decisions. These include but are not limited to...***

I am not calling out a specific state statute. I am not calling out a specific P&Z regulation or Town ordinance. I believe it should be general, in that respect, but it should be clear to this body that we follow the law. Therefore, I move to make that change.

Mr. Rose: A second by Dr. Heller.

Mr. Lowenstein: The other thing that has come up before this body...

Mr. Rose:

You are going to have to come back. RTM members have a time limit of 10 minutes according to Roberts for the first presentation. You are over 10 minutes. There was a motion that was seconded and now you have the right to support it before we turn to the public.

Mr. Lowenstein:

Why am I so insistent on getting this kind of wording in? It is said that these things don’t happen very often. They happen every 10 years, 20 years, 30 years. In 30 years, none of us, I don’t think, will be on the RTM. None of us. But

someone will say, what did they do back in 2010? So, they will pull out the minutes, which are very good, by the way, and will read the legislative record. They will see that the RTM voted to overturn and the RTM decided it was not bound by statutory law. 'Hey, we don't have to be bound either. The law does not apply in these cases.' My intent tonight is to put on the record into our procedures a statement that says we follow the law. I don't think it is anything that is contrary to anybody's beliefs here. I think it makes common sense to accept this and I hope you all will.

Mr. Rose:

We will now be discussing a change to paragraph two to read as the following:

The RTM review in its legislative capacity will be guided by ***the laws and regulations that govern land use decisions. These include but are not limited to*** the Town of Westport's Plan of Conservation and Development, in general health and safety and welfare considerations.

It has been moved and seconded.

Members of the Westport electorate – no comments

Mr. Steinberg read the resolution and it was seconded.

RESOLVED: That in order to assist in the implementation of Section C10-4 of the Westport Town Charter, the Representative Town Meeting ("RTM") hereby amends the Representative Town Meeting Rules of Procedure by adding the following Article XI.

ARTICLE XI: REVIEW OF ZONING ACTIONS

162-25 Standard of Review

The RTM review of a Planning and Zoning Action pursuant to Section C10-4 of the Town Charter shall not be strictly limited to a review of the Planning & Zoning Commission ("P&Z") record. Rather, the RTM shall be permitted to receive additional comments and materials outside of the original record.

The RTM review, in its legislative capacity, will be guided by land use criteria. These criteria include, but are not limited to, the Town of Westport's Plan of Conservation and Development and general health, safety and welfare considerations.

RTM members participating in the review of a P & Z action should become familiar with the P & Z record prior to the RTM meeting.

162-26 Discussion and Debate

Petitioners, P & Z Commission, applicant/property owner and statutory intervenors shall be granted a reasonable opportunity to speak to the RTM.

162-27 Additional Information Received

Written materials relevant to the review should be shared with the entire body by providing a copy to the Town Clerk.

Members of the RTM

Jeff Wieser, district 4:

Can I ask a couple of questions? Let's say this amendment does not succeed and we go back to the original text we have been asked to vote on. Let's say we approve it. Everything is good. If we don't approve it, will it automatically go back for recrafting or is there something that says we have to have these rules spelled out?

Mr. Rose:

The body can elect not to support this, this evening. Then it would be up to up to two members of the RTM or 20 members of the public or myself to bring something like this back if we chose to. We might say, nobody wants it, we are not going to do anything.

Mr. Wieser:

I guess maybe that's where I'm heading. Maybe it's because I'm not a lawyer but I see a lot of this as a tempest in a teapot. I think that in January, I came into that meeting with the goal of never to vote against an elected town committee. That's still my role even though I voted against an elected town committee in January. I still feel conflicted a little bit about that. That's my rule and I think that's kind of a good rule except in really weird circumstances and that was a really weird circumstance. I think that was a well handled evening. I think we deliberated. We looked at a lot of facts. We looked at a lot of situations and it was a really unusual situation but it has given rise to the need for rules is kind of unfortunate. I think these rules, as crafted, maybe they are vague, maybe they are necessary but I think they are generally pretty good. To suggest that this body is not going to go with the laws of the State of Connecticut, the Westport laws, the federal government, mainly it's kind of a trap because maybe we don't know what all the laws are. We would be instructed what the laws are when we have our debate because we are instructed in everything. Our debates are long and involved and complete. I think if we are ever on the verge of going against any law, we'd certainly be advised by who ever is then the Town Attorney. So, I don't see the need for this change. I don't really see the need for the rules but the Rules Committee voted 8-0 in favor of them and the Moderator put them forward so I think I will probably support the amendment as is and count on the good counsel of this body to be responsible and deliberative and supportive of our elected commissions in the future.

Gene Seidman, district 4:

I have a question about the procedure about Dick Lowenstein and bringing this up. I know Dick is involved with the library and when there are issues that come up about the library, he says he has to recuse himself. This one seems to be bigger than the library and book sales, his wife being a member of P&Z. My

question is since your wife is on P&Z, it seems like, I'm wondering, should you recuse yourself on this matter?

Mr. Rose:

Mr. Lowenstein, please sit down. I don't think there's any conflict of interest. I don't think there is any personal economic gain to Mr. Lowenstein no matter which way it goes. He is also a representative of his district. His district needs his representation. As you know, the RTM rules say it is up to the individual member to decide whether there is a conflict of interest. I certainly don't see any conflict of interest in this.

Mr. Seidman: It came to mind so I wanted to bring it up.

Mr. Mandell:

It was discussed how nine months passed and how this resolution changed. Since we are now talking about change, it gives me an opportunity to explain and talk about it. We got the original draft in January or so and we began to look at it, Mr. Steinberg, Mr. Rose and myself began to work on the project. We took what we had and we began to see what worked and what didn't work, where property rights were being discussed and whose were they, what paragraphs helped the RTM, which ones didn't help the RTM. Somewhere in March, I believe we came to an agreement among the three of us of what we thought would be a reasonable thing to come forward with. Maybe there were some changes we still had in mind. We met with Mr. Bloom and sat down and had a couple of hour conversation. I believe Ms. Kelly was also at the table at that time and we banged it out some more. Some pieces were left in and some were removed. Then we came and we met with the Rules Committee for the first time. What happened in that meeting was the Rules Committee voted not to bring the text forward. They didn't like what was in it. There were pieces that were disturbing to some and others not. So the 10 members, one-third almost, decided it shouldn't come forward any more so we took a break and looked at it again. Then a little over a month ago, the Rules Committee met again. At this time, some other pieces were taken out of it to make more people comfortable with what was happening. Some words that were taken out were reading the record or looking at the DVD's or listening to the tapes. It was discussed that it was almost impossible for this body to do it. The Charter says that we need to react within 30 days. It was discussed that making the RTM, every single one of us, look at the DVD's, listen to all the tapes, look at all the record would not be a possibility. It's not what the framers of the Town Code envisioned. They would not have given us 30 days if that was the case. They would have said, 'Look at it. Make a decision based on it.' We work under a committee situation where the committee does the heavy lifting. The P&Z Committee takes it on and they do look at most of the DVD's. They do listen to most of the tapes. They attend some of the meetings, the work sessions. They are the body that you rely upon. That's how the committee system works. That's why that particular piece was removed.

Mr. Rose: Mr. Mandell, could you just try and focus on the amendment at hand.

Mr. Mandell:

The amendment is how did parts not make it which is the piece that Mr. Lowenstein wants to put back in which is a piece discussing about the State Statutes. I'm right on the mark. So, some things were removed because they constrained the RTM from our legislative ability to do things. The P&Z can make a decision and it can be reviewed by us not to see did they do, what they did was right or wrong, but is it right for the town as a legislative body. That's where I come from. That's where I believe part of it comes in. If you look at the Inn at National Hall, I voted to overturn because I believed that the entire first floor should have been 100 percent retail. That is a straight dead on Planning and Zoning decision. I thought that was the wrong decision on their part. That's why I voted to overturn it. What happened is that 10 of your members looked at it over five months and decided that this would be a reasonable thing to bring forward. It's not so vague. If you listen to Mr. Bloom, when he talked about some of the things that were removed aren't that ridiculous such as *the RTM review will be guided by land use criteria* which is the same thing that governs P&Z. That's obvious. So, why does it need to be in there? Other words in it such as "rebuttals" and "cross examination of people", we determined that that would not be a possibility. If you look at how we work, once the RTM takes hold of the resolution after the public has spoken, no one ever gets back up again unless an RTM member asks them. So, how could we work with rebuttals, with cross examinations? It's not part of our procedure. So, the Rules Committee removed it. Still, petitioners, *P&Z Commissioners, applicants, owners and statutory interveners shall be granted a reasonable opportunity to speak to the RTM*. It's a perfectly reasonable thing to have in it. Reading materials relevant, originally, we had to make copies and get it to the Town Clerk and have her make a file; well, if we have written materials and we have them and think they are relevant, we give them to the Town Clerk. The Town Clerk will have them and anybody who wants to go look at them can. That's exactly how P&Z works. Isn't it? Where, if there's something you want to find in the record, you go into the P&Z office and you can look at it. Under our circumstance, anything we think is relevant we will give to the Town Clerk. We will give to the Town Clerk and anybody can go look at it. It's a perfectly reasonable paragraph.

Point of order, Dr. Cunitz:

Isn't the amendment strictly limited to a word change in paragraph two?

Mr. Rose:

Correct. My understanding is that Mr. Mandell is trying to explain to a degree why this document was changed.

Dr. Cunitz: He is explaining a lot of issues in the other paragraphs.

Mr. Mandell:

I am saving the last paragraph because it is the last paragraph to discuss. If you want me to discuss that one now, Mr. Rose's first statement is "We also ways follow state law." We are bound by state law. If we do anything illegal, I suppose the police might haul us away. If we do anything against the state statutes, somebody would sue us and have the right to. It didn't happen this particular time. As a matter of fact, I believe the applicant will probably come back with something more interesting than what was proposed and it will be better for the Town and what the RTM did at that time was the right thing for the Town and that will pan out. In term of this, I don't see why we need to add laws and regulations into it. It says here: "The RTM in its legislative capacity will be guided by land use criteria." What more are we supposed to do? It is a land use and we are guided by it. Personally, I don't think it has to be in there. We just have to follow the Town Plan and the general health and the general health and safety and welfare considerations. I think really that's our goal as a legislative body. But I agreed to have this in. I voted for it so we would be guided by land use criteria. I think that is where it should stay. I think it gives us a fine envelope around us to follow and look at the Town Plan. We look at whether the general health and safety and welfare considerations are done. If that's how we feel, that's how we feel.

Amy Ancel, district 3:

I can't support Mr. Lowenstein's motion. One of the reasons being that all law is subject to interpretation even the highest court in the land interprets the law. So, if we were to agree to the language Mr. Lowenstein suggested, then there's a question of who advises us on the law. The RTM has run into this before. The Town Attorneys do not represent the RTM. So, then, does the RTM have to retain its own attorney as what happened in the Conservation case on the WPLO? I can see this whole thing as becoming a very big snafu. Also, I wasn't happy that this went to committee to begin with. I felt this was changing the standard of review was an overreaction to what I considered to be a hissy fit by the Planning and Zoning Commission threatening to sue.

Mr. Rose:

Ms. Ancel, I realize people want to address other issues. Can we stick to this one amendment.

Ms. Ancel:

I am. So, not only by virtue of the fact that I didn't want this to go to committee to begin with and I have no problem with the way that the Charter stands, I certainly won't support tinkering with it more and making it more restrictive and I guess that the way that it is written is innocuous enough but Mr. Lowenstein's motion is a non-starter for me.

Ms. Batteau:

Having said that I'm interested in specificity, I'm afraid I still can't support the amendment. To me that would have the effect of making us all, putting us in the position of trying to be little quasi- P&Z Commissioners. We are not going to be

able to take the P&Z position as well as the actual P&Z Commissioners. I think that we need to look at this from RTM point of view and deal with whatever we have to deal with. People are talking about this as though it is going to be a common situation. We may not see it again for many more years. The RTM does deal with land use issues and I would say that almost everything we vote on one way or the other are land use, or property issues. The WPLO, if we're voting on open space, if we are voting on money for an improvement, these all affect property rights.

Mr. Rose:

We will be voting on the following amendment change:

The RTM review in its legislative capacity will be guided by ***the laws and regulations that govern land use decisions. These include but are not limited to*** the Town of Westport's Plan of Conservation and Development, in general health and safety and welfare considerations.

By show of hands, the motion fails 2-29. In favor: Lowenstein and Cunitz. The remainder are opposed.

Ms. Colburn, district 6:

I wasn't originally going speak at all on this. I wasn't happy about the Planning and Zoning considering suing us. I think that was a bit much. I felt what we had initially was okay. It did go to the Rules Committee. It came back and I read it. It's adequate. I am willing to support it.

Lois Schine, district 8:

I am on the Rules Committee. I was not at the March meeting. I was, however, at the most recent meeting. I did vote for this change of rules; however, it is my strongest opinion as we sit here and argue each and every phrase and wording, the more you write, the more you leave yourself open to interpretation. It might be better, as a couple of people have said, if we just didn't write anything and we leave it as it is in the Town Charter.

Mr. Steinberg:

I wasn't really planning to speak tonight but Ms. Schine's comments resonated with me and I wanted to amplify my thoughts. I have been involved with this process since nearly the beginning. It was my initial inclination not to seek any changes. The RTM process, as a legislative body, is, by its very nature, messy. People make decisions based upon what they think are the facts and their best judgment as how to vote in that context. I can't speak for anybody but myself when it comes to the reasons why I render a vote in one direction or another. When we came to address this issue, the language brought forward to us by the Town Attorney was really very different from what I thought our role ought to be in this context. I must say this is not the first juncture in which we have been told by our Town Attorney that the Charter as it applies to the RTM is vestigial or residual or anomalous or, perhaps, even a mistake. My answer to that is change

the Charter. If we have a problem with it, let's change it. We are not in any better position, as Ms. Batteau noted, to reinterpret it than we are the Constitution of the United States. Perhaps, rather than what Mr. Lowenstein suggested, we should add a clause that we will abide by the Constitution of the United States. I don't think so. In fact, I still think that some of this language is self evident to the point of being obvious, perhaps to the point of being insulting. As we mull along with this process, I listened very carefully to the words of the Moderator. I don't sit in that chair. Actually, I did a couple of times, very briefly. It is important to recognize that he is given, by the body, the RTM, discretion to act on our behalf in running these meetings. Even though I, personally, felt that no matter what you added, by way of rules, they are open to interpretation. The clarity is in the eye of the beholder and could be interpreted differently by some other RTM or some other Moderator in the future. I go out of my way to try to understand it from the Moderator's perspective on behalf, not just of this body, but of the public. It took us a little while to get where we are because we are very sensitive to the way this will be interpreted in the future. The fact that some view it as watered down to the point of not being all that valuable suggests that there are different points of view of what valuable is in this case. Frankly, I was almost hoping that I would have an excuse this evening to abandon my support for the rules except for the fact that I still believe that it's something I can live with and would vote for if I felt we were really doing a benefit for the Town of Westport and for land owners and for interested parties in the future. I'm not 100 percent convinced. I am inclined to vote for this but I'm inclined to vote for it for one reason. I want to clarify that point. I would vote for it with the understanding, with the desire that this is the end of it, that we do not bring it forward again, that we do not tinker with it in another two months or within this session of this RTM, that we are not trying to make it tighter, that we are not trying to make it looser. This should be the end of it. I will vote for it under that understanding. I can't control that; however, if we were to come back to this subject in any other context, in any other language, I assure you, I will not vote in favor of it.

Velma Heller, district 9:

It's kind of like, welcome to the world of ambiguity. There was and still is a certain lack of clarity. What that lack of clarity is all about is that we do have different roles and how do you spell out the difference in roles of the two bodies. The Town Charter says that there is the right of review. It doesn't specifically define the word "review". That makes me a little bit uncomfortable. So, we have here an attempt to give some definition to the word. Is it perfect? No, its not perfect but if you don't have anything, then each time we get involved in something like this, somebody else has to give an interpretation of what it is we are supposed to be doing so you spend a lot of time on that whole lack of clarity. I feel that if this is considered an inappropriate thing for us to be doing, it should be tackled through the Town Charter. On the other hand, if it's something that we are going to be doing, I think it is a good thing to have some attempted clarification of how we do business spelled out. So, I am inclined to support this without tremendous

enthusiasm but, on the other hand, I think not having it might be worse at this point.

Dr. Cunitz:

I support this change with tepid enthusiasm. I see one major value of this and that's the clarification of a procedure allowing new information, paragraph one and paragraph five. The rest of it is what I refer to as glittering generalities and also non-enforceable. It's a nice to have the type of language in it but I don't see any negatives by approving it and that's why I will vote for it.

Mr. Meyer:

I guess Steve Rubin and I have been here the longest of the members of the RTM. I've never seen a vote of 10-0. I have to abide by the reason of my fellow RTMers and so, in the essence of time, I will make the comment that I will vote with the committee.

Mr. Seidman:

I'd like to throw a little context here. Walk down a Westport street at 11 o'clock on a Saturday night and it's pretty dead. Walk down a Fairfield street at midnight and it's hopping. I'm interested in the vibrancy of our town moving forward. I am interested in nimbleness and agility and speed and vision and innovation in the future. I love government. I love the democratic system. I hate red tape. I believe in the excellence of elected officials. I believe if you don't like the way a body works, they way that they vote, don't vote them in next time. But if I were a P&Z member or another body, and the RTM was always looking over my shoulder, I'm not going to be that keen on it and, frankly, I might even quit. By the way, they are experts. I am not a land use expert. I study the materials. I talk to colleagues. I ask a lot of questions. But I am not that well versed as the P&Z Commissioners are. I respect the work that they do, the hard work. You can get up. You can get to the meeting and you can present in front of the meeting. I don't like the fact that you'd be reopening the case. Is it a rehearing, a reopening? I have questions about that. It's also a pretty low threshold of 20 electors and two RTM members. So, I want our town to thrive. I believe the P&Z should do their work. They are experts. If you don't like it, don't vote them back in. I think it undermines the commissioners and maybe there's a reason why other towns don't do. My last point is I am not going to vote for this change. Keep it as it is. I just want Westport to be agile and move forward. Westport needs to move forward and have less red tape and allow the P&Z to do the work that makes Westport remarkable.

Mr. Lowenstein:

Firstly, I want to apologize for losing my cool when raising a point of order when my motives were being questioned. I would recommend that the representative from district 4 take a look at the Town Clerk's office where I have filed a conflict of interest statement on my relationship to P&Z decisions. I welcome a decision or recommendation by you to appeal this to the ethics committee of which I am a

member from which I will recuse myself at that time. There's been a lot said about this amendment that I proposed which was overwhelmingly defeated. I appreciate the statements from the member from district 1 saying we were going to follow the law. If nothing else, the written record that will exist after this meeting is over, when combined with the Jan. 13 meeting, will create a feeling that despite the fact that they "are not required to follow the law", they will follow the law. It is not a question of not interpreting a law. It is a question of not ignoring the law. You can interpret a law A or B this way or that way, but you can't say, 'I'm going to ignore that law. It doesn't apply to me.' That, tonight, I think we have laid to rest thankfully because the member from district 1 said that is not his intention. I came up to this lectern not sure what to do. This is the resolution we have before us. This is what it looks like to me. It's almost worthless. I am impressed with Dr. Cunitz's remarks. It's a small step, particularly with reference to allowing people to speak. I think I agree that paragraph 162-25 is essentially useless. I think 162-26 is an adequate reason to vote for it. The rest is just nothing. I will support this like this. [Mr. Lowenstein held his nose.]

Mr. Galan:

To the comment, what we vote on here isn't going to change whether there are petitions to review things from other commissions, whether you vote for this up or down, that's not going to change because that comes out of the Charter. What Dr. Cunitz said about the procedural changes, about allowing more information and also the ability for people to speak and rebut is a difference. That's a change in our procedures which I think needs to go forward in this case. For that reason, I will vote for this.

Mr. Mandell:

Technically, this is my first bite at the apple on this resolution.

Mr. Rose:

You spoke on the amendment. You could have declared a point of information.

Mr. Mandell:

The Moderator usually doesn't get to speak. One thing, working with Mr. Rose all this time, was made clear, is this is not so much for the RTM or, certainly, not the P&Z but for the public, for them to understand. They are the ones that need to understand that we can take information that is outside the record but we would look at land use criteria, the Town Plan, and general health and welfare, that they know that we will be looking at the record and not ignoring it, that any of them will have the right to speak and that petitioners and P&Z Commissioners, applicant property owners and statutory interveners will be granted a reasonable opportunity to speak. If they send us any written material, it will be sent to everybody. This is a decent framework to work with. The public will now understand what to expect when there is an appeal of a P&Z decision to us. Is it perfect? Of course not. Do I think we needed rules to begin with? No. But Dr. Cunitz hit this and so did Dr. Heller. We do have a framework to work with. It's

not perfect but the first paragraph which is the argument we've heard every time, how can we hear information outside the record? We codify that we are allowed to. The second that anybody comes and opens their mouth, it's outside the record. Now, everybody knows we will be able to receive that information and make an active decision based upon it. I have a list of stuff but I'm not going to go through it because I don't think I need to rebut everything that was said. One thing about property rights kind of ate at me. Mr. McCarthy got to it. An applicant comes and he's in a particular zone. He does not have a right to that decision. Unlike a zoning decision, where they have a statutory right to ask for something and they need certain criteria and they get it. A zoning request and a text amendment is a request of the Town and they don't have a right to it, per se. When you talk about the one property owner, they may ask to change the GDD, the AAA, the AA and there could be hundreds of other property owners that are affected. Let's not just look at the applicant as the sole person. The RTM work represents the town. We represent the people. It is our job to protect them. We were talking about property rights. We are talking about everybody in town. The RTM, given this ability under the Charter, has to look at their general welfare and their safety and their health. That's how we should to move forward. I'm going to vote for this. I think all of us should, as well. Let's move on. I hope that it happens infrequently that the P&Z is appealed to us. When it does come to us, we will at least have this. We will be able to move forward on it and act appropriately.

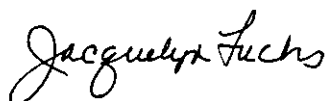
By show of hands, the motion passes 25-6. Those opposed: Seidman, Batteau, Green, Flynn, Bomes, Klinge.

Mr. Rose:

You will receive an announcement about the supplemental meeting on Oct. 19.
Thank you all.

The meeting adjourned at 10:20 p.m.

Respectfully submitted,
Patricia H. Strauss
Town Clerk



by Jacquelyn Fuchs
Secretary

ATTENDANCE: October 5, 2010

DIST.	NAME	PRESENT	ABSENT	NOTIFIED MODERATOR	LATE/ LEFT EARLY
1	Diane Cady	X			
	Matthew Mandell	X			
	Elizabeth Milwe	X			
	Judith Starr		X	X	
2	Linda Bruce		X	X	
	Michael Guthman	X			
	Jay Keenan	X			
	Sean Timmins		X		
3	Amy Ancel	X			
	Robert Galan	X			
	Bill Meyer	X			
	Hadley Rose	X			
4	Jonathan Cunitz, DBA	X			
	Gene Seidman	X			
	George Underhill	X			
	Jeffrey Wieser	X			
5	Barbara Levy	X			
	Richard Lowenstein	X			
	Paul Rossi	X		X	8:25 p.m.
	John Suggs		X	X	
6	Joyce Colburn	X			
	Ann Marie Flynn	X			
	Catherine Talmadge	X			
	Christopher Urist	X			
7	Arthur Ashman, D.D.S.	X			
	Allen Bomes	X			
	Jack Klinge	X			
	Stephen Rubin	X			
8	Wendy Batteau	X			
	Michael Rea		X	X	
	Lois Schine	X			
	Jonathan Steinberg	X			
9	Eileen Flug	X			
	Kevin Green, Ph. D.	X		X	8:15 p.m.
	Velma Heller, Ed. D.	X			
	John McCarthy	X			
Total		31	5		

RTM Minutes
October 19, 2010

The call

1. To take such action as the meeting may determine, upon the request of the Finance Director, to authorize the issuance of refunding bonds.

Minutes

Moderator Hadley Rose:

This meeting of Westport's Representative Town Meeting is now called to order. We welcome those who join us tonight in the Town Hall auditorium as well as those watching on cable channel 79 or those watching us streaming live on www.westportct.gov. My name is Hadley Rose and I am the RTM Moderator. On my right is our RTM secretary, Jackie Fuchs. Tonight's invocation will be given tonight by Mr. Underhill.

Invocation, George Underhill, district 4:

Albert Einstein, as we all know, was a very, very smart individual. As a student, I could never figure out Albert Einstein's theory of Relativity. I was reading some background on him and found that he made it a little bit simple for us. What he said and I quote him directly:

Gravitation cannot be responsible for people falling in love. How on earth can you explain in terms of chemistry and physics so important a biological phenomenon as first love? Put your hand on a stove for a minute and it seems like an hour. Sit with that special girl for an hour and it seems like a minute. That's relativity

What I'm saying is let's keep things simple and move on with our meeting.

There were 31 members present. Mr. Galan, Mr. Lowenstein, Mr. Rossi and Dr. Heller notified the Moderator that they would be absent and Mr. Timmins was also absent.

Corrections to the RTM Minutes of September 7, 2010, Judy Starr:

Page 18, paragraph 1:

line 5, insert comma between "million" and "in-kind"

line 8, change "was" to "could be"

Announcements

Mr. Rose:

Happy birthday at the end of the month, Ms. Bruce.

Our next RTM meeting will be here on Tuesday, Nov. 9, at eight o'clock.

Upcoming RTM meetings:

- I have a joint meeting of Finance, Public Protection and Employee Compensation on Oct. 21, 7:30, in room 309.
- Long range planning, Oct. 25, 7:30, also room 309.

RTM Announcements

Ann Marie Flynn, district 6:

I don't know how many of you are aware that this is Domestic Violence Crisis Month. If you have seen purple ribbons tied around trees and poles in town, that's what it is all about. It's surprising the portion of people that are all involved in helping with it, but also, the incidents that happen within our own little town. Last year, there were calls on 131 incidents that got on record and you can almost double that number for incidents that were not reported. As we all know, this encompasses the whole family. I put up here on the stage, pamphlets from the Domestic Violence Crisis Center and it's the only center around here servicing Stamford, Norwalk, Westport, New Canaan, Darien, Wilton and Weston. Domestic violence crosses all boundaries. It is an issue that has to be addressed. It is also, surprisingly, the number one public health issue facing women and children. The cost is now more than \$8.3 billion on helping. What we have established within Fairfield County is a refuge center where families can go. The other good thing is that many families, for a while, would not go because they couldn't take a family pet. Now it has been open to pets also coming. There is much education to be done by everybody in the help these folks can have. So, I'll ask if you can all take some of these little flyers that are on the stage and circulate them around. By giving it to someone, you are not saying, 'Hey, you are in a bad position with this violence' just, if they know someone that is, they could pass them on. I have tried to get a little enactment up here tonight about what a domestic violence scene would be like in a home but it was cancelled due to the fact that it could offend many people. It could trigger many people who are watching the RTM tonight, so let's skip that. No matter how you cut it, it's not a pretty scene. The whole family suffers. Looking back to the neighborhood where I grew up, not many homes had television. One kid that I knew would say, 'Hey, I saw the fight Saturday night' because fights were popular on Saturday night. Then we found out he didn't have a television so we wonder what was going on in his home, that fight that was going on. Please take a few of these. Pass them out. There is a lot going on in Fairfield County that is very good.

This is another ruff, ruff situation or woof, woof situation. Come this Saturday, we are having the Second Annual WASA Top Dog Show. This is where the top dog in Westport is picked. The picture is taken and hung in Town Hall for a year. The other 11 runner up dogs go on the calendar which we'll put out for 2011. I don't know how many of you ever get to Patty Strauss's office. As you walk out, if you look on the wall on the right hand side, you are going to see a picture of Otis. He won it last year. He has been hanging in Town Hall. He will be dethroned, probably, this coming weekend. There will be a lot of dog contests, some fabulous silent auction items and, if you are a Yankees fan, it's going to be doubly good. There will be an adoption area so, if you are worried about

adoption, leave your heart at home but bring your wallet. There will be good food. It is going to be a spectacular family event. WASA is Westport Animal Shelter Advocates. The reason we are having this Top Dog Show, when the shelter was refurbished this past year and, the unique thing, rather than cutting the ribbon, they cut the leash, so everyone could go and see what was happening. WASA, their plan is to raise enough funds because town budgets were cut for everybody even the little doggies. They would like to put outside runs on the building so the dogs won't be housed inside. They can go in and out. The other thing is there are flyers up here on it. We could use a couple of volunteers. The hours are between 10 a.m. and 2 p.m. If you can't volunteer, at least come and take your wallets with you.

Bill Meyer, district 3:

You can be proud of Westporters. We have two Rotary Clubs. Lois Schine, she was President of the noon Rotary Club. How many Rotaries do we think there are around the world? There are Rotary Clubs all over the world. We have 25,000 people in Westport with two Rotary Clubs, the highest per capita state for Rotary Clubs. We are planning something very spectacular on Oct.29. Eileen Flug will speak.

Eileen Flug, district 9:

We are having our annual wine tasting at Longshore. It is from 6:30 to 9:30 p.m. at the Inn at Longshore next Friday night. You are all welcome. The tickets are \$50. It is one of our two big fundraisers of the year. It is great wine tasting with a silent auction. Bob Lospargato's band will be playing. If you want any tickets, they are available from Sunrise Rotary members and also from the Liquor Locker.

Mr. Meyer: Bob Galan is the chairman.

Ms. Flug: Oct. 29.

Matthew Mandell, district 1:

Next Thursday is debate day for Earthplace. We will be hosting two debates. The first debate is the Congressional debate between Democrat Jim Himes and Republican Dan DeBicella. This will be held at the Doubletree Hotel in Norwalk and will be moderated by Tom Applebee of News12. There is a \$45 fee. Come and feed your stomachs and your heads and see what these candidates have to say. There are flyers up there and on the Earthplace website. Come and enjoy that debate and see what these candidates have to say. Later that day, at Earthplace, a free event, will be a debate between the State Rep. candidates, Republican Nitzzy Cohen and Democrat Jonathan Steinberg, which will be moderated by Jim Meany, an Earthplace Trustee. As you know, we've been hosting these debates for the last two years. This is the third year and we hope it will be a wonderful debate so come on out. Come earlier in the day and spend some money for food and see a good congressional debate and come later on

and see these State Reps. and hear what they have to say about environmental issues.

Mr. Underhill:

On behalf of the Y's Men of Westport and Weston, we are about 500 strong, mostly retirees, a number of our members are here, Arthur, Bill, Allen, Mike and some others, we're organizing some trips to events and I thought you might be interested and you're more than welcome to join us. On Nov.3, the Wednesday, the day after the election, there is a trip to the Culinary Institute in Hyde Park, New York. You get a round trip bus trip and a specialty lunch. You'll also get a tour of some of the castles up there. There are some vacancies and you are more than welcome to join us. All you have to do is get a hold of me or any of the other people in the Y's Men. There is one other trip coming up. It's a trip to Broadway theater. It's coming up a week from tomorrow, Wednesday. It's a matinee. It's a round trip. Lunch is included. You are more than welcome to join us. Give me a call or any other Y's Men. We would be more than happy for you to join us. This also applies to the audience watching us on TV which is probably tens of thousands of people, but that's okay.

Allen Bomes, district 7:

As a member of the RTM Finance Committee's Reval Subcommittee along with Linda Bruce, our Chair, and Cathy Talmadge, we wanted to give everyone an update of where the statistical evaluation process now stands. At last week's Board of Selectman's meeting, the contracts for both the residential and commercial appraisal firms were amended to move the completion date of the initial data from Oct. 4 to Nov. 15. This delay is due to the way that Paul Friia has decided to analyze and review the data from the appraisal firms. Rather than wait, as initially intended, until appraisers were finished with their field work, Paul is reviewing the data as it is being collected including going out and looking at properties now. While this is causing a delay, he expects that the resulting information will be accurate and more complete. Under the new timetable, the community revaluation notices being sent to property owners will be mailed out in early December instead of November. Hearings for those who have questions on their revaluations will go on until the end of December which is slightly longer than the original schedule; however, Paul expects that he will still be able to sign off on the grand list by the state deadline of Jan. 31.

Arthur Ashman, district 7:

It gives me great pleasure to announce something that we've always wanted in Westport. That's jazz. As of, I think it is January, next year, once a month, Thursday night, the Westport Arts Center is going to put on a jazz evening with wine, beer, whatever. We have some very nice professional and semi-professional people who sound pretty good who are going to perform. There's also going to be swing as well as jazz. We have planned it for six months every Thursday, the third Thursday, of the month. If this takes off, a lot of the Y's Men have talking that they want jazz, we will make it every Thursday. It will be

Thursday Jazz at the WAC, probably seven o'clock. I'm sure you'll hear other announcements, both in the paper and Westportnow but I want to give you a heads up and give our viewers a heads up on how much fun this is going to be.

Stephen Rubin, district 7:

I think we will get out of here by 10 o'clock just hearing the announcements. Staples Gridiron Club is trying to have a pink-out on Saturday. The football game is between Staples, home, and Harding from Bridgeport and we are running 5-0 so far so it should be an exciting game. What do I mean by pink-out? Everybody is going to wear pink! The players will have pink on. We are selling pink shirts. It's run by the Gridiron Club. The shirts are available at the Athletic Shoe Store on the Post Road. They will be available there. I believe they are \$15 a piece. We invite you and everybody watching on television, I'm sure there are thousands of you, please show up at the game. At halftime, I will be happy to see you if you want a hot dog. So, for breast cancer awareness, please show up at the game.

Jonathan Steinberg, district 8:

Many of you are aware that, over the past year or so, we have made some efforts to try to get a movie theater back in Westport. The Westport Community Cinema Initiative is meeting tomorrow, 7:30 p.m. at Studio 44 sort of upstairs where the old Klein's used to be near the back entrance to the Y. All are welcome to join us as we discuss our future plans.

The secretary read item #1 of the call – To authorize the issuance of refunding bonds.

Presentation

Finance Director, John Kondub:

First of all, I'd like to thank the Moderator for convening this special meeting tonight and especially thank the 30 plus members who did make the effort to come out tonight. It is sincerely appreciated by our department and will be sincerely appreciated by the taxpayers. What we have before you tonight is a request; you will give us authorization to issue refunding bonds similar to what we did last year at our August 4 meeting here. It's basically simple like refinancing a mortgage, to tell you the truth. We are asking for permission to do up to \$30 million worth of bonds. The forces in the market have seemed to gel at this point in time. There is the appearance that we may be able to save over the life of 15 years outstanding on the bonds we are going to recall is close to \$800,000 in financing cost. This municipality had done this, we sent some information out last week, I believe we have done this five prior times, as a matter of fact, recently, last year. Last year, we saved over \$788,000 through the refunding issue and this year we are hoping to do a little better, \$800,000 to \$850,000, somewhere on that area. We are on a tight timetable. Our staff has been working around the clock trying to finish financial statements in preparation

for the annual audit, the various reports that the Board of Finance wants and to get this done so we can get ready for the market next week, hopefully. We need authorization from this body. I can tell you about the timetable but that's too much detail to bog you folks down with.

Finance Committee, Mike Rea, district 8:

As you know, tonight is a special meeting to deal with this item and we quickly called a meeting together Tuesday, Oct. 12 and, while we didn't have a quorum, we did have several members that showed up and are prepared to recommend approval of the resolution before us. On Tuesday, Oct. 12, we met with Finance Director John Kondub and Ken Alexander to review the request for a resolution for authorization to issue the refunding bonds with the intent of reducing future debt service. As I said, the resolution before us tonight will authorize a committee to issue refunding bonds in an amount not to exceed \$30 million before year end, so there was an expiration date. If it's not opportune for the town to refund those bonds, they could take no action and then, if it looks advantageous next year, come back to the RTM and look for another resolution. The Finance Director was hopeful that the refunding effort could produce a savings of approximately \$800,000 to \$850,000. Those members present Lois Schine, Cathy Talmadge, Allen Bomes and myself recommend the approval of this resolution to this body.

Members of the Westport electorate – no comments

Mr. Steinberg read the resolution and it was seconded by Mr. Rubin.

RESOLVED: that General Obligation Refunding Bonds of the Town (the "Refunding Bonds"), in an amount not in excess of Thirty Million and 00/100 Dollars (\$30,000,000) are hereby authorized to be issued in calendar year 2010 for the purpose of refunding all or any portion of the general obligations bonds issued by the Town in the years 2004 and 2006 (the "Refunded Bonds") provided that the Committee designated below determines that the refunding of Refunded Bonds selected to be refunded generates a present value savings.

BE IT FURTHER RESOLVED, that the First Selectman, the Selectmen and Finance Director are hereby appointed a committee (the "Committee") with full power and authority to cause said Refunding Bonds to be sold, issued and delivered, to determine their form and the aggregate principal amount thereof within the amount hereby authorized; to fix the time of issuance of such bonds, the rate or rates of interest thereon as herein provided, to determine the maturity thereof (provided that no Refunding Bonds shall mature later than the final date of the last maturity of the Refunded Bonds refunded); to select the maturities of the Refunded Bonds to be refunded, to establish and maintain a reserve, escrow or similar fund for the payment of the Refunded Bonds, and to pay all issuance costs incurred in connection with the authorization, issuance, and sale of the Refunding Bonds including, but not limited to, financial advisory, legal, trustee, escrow, verification fees, printing and administrative expenses and underwriters'

discount. The Committee is authorized to sell the Refunding Bonds by negotiation. The net proceeds of the sale of the Refunding Bonds, after payment of costs of issuance, shall be deposited in an irrevocable escrow or similar account and invested in investments authorized by statute and approved by the Committee in an amount sufficient to pay all amounts that is or may become due on the Refunded Bonds from the date of issuance of the Refunding Bonds including interest thereon, the principal of, interest and redemption premium, if any, on the Refunded Bonds at maturity, or to redeem at the redemption price prior to maturity, pursuant to any plan of refunding. The Committee is further authorized to appoint an escrow agent or trustee, to appoint a firm of certified public accountants or arbitrage experts to verify the sufficiency of the escrow investments, and to execute and deliver any and all escrow, and other agreements necessary to provide for the payment when due of the principal of and interest and redemption premium, if any, on the Refunded Bonds; and

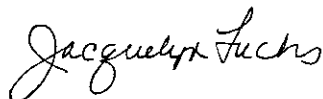
BE IT FURTHER RESOLVED, that the Committee shall have all appropriate powers to provide for the issuance of the Refunding Bonds as tax exempt bonds, and comply with the state and federal tax and securities laws and the Committee shall have all appropriate powers to take such actions and to execute such documents, as deemed to be necessary or advisable and in the best interest of the Town by the Committee to issue, sell and deliver the Refunding Bonds. .

Members of the RTM – no comments

By show of hands the motion passes unanimously.

The meeting adjourned at 8:30 p.m.

Respectfully submitted,
Patricia H. Strauss
Town Clerk

A handwritten signature in cursive script, reading "Jacquelyn Fuchs".

by Jacquelyn Fuchs
Secretary

ATTENDANCE: October 19, 2010

DIST.	NAME	PRESENT	ABSENT	NOTIFIED MODERATOR	LATE/ LEFT EARLY
1	Diane Cady	X			
	Matthew Mandell	X			
	Elizabeth Milwe	X			
	Judith Starr	X			
2	Linda Bruce	X			
	Michael Guthman	X			
	Jay Keenan	X			
	Sean Timmins		X		
3	Amy Ancel	X			
	Robert Galan		X	X	
	Bill Meyer	X			
	Hadley Rose	X			
4	Jonathan Cunitz, DBA	X			
	Gene Seidman	X			
	George Underhill	X			
	Jeffrey Wieser	X			
5	Barbara Levy	X			
	Richard Lowenstein		X	X	
	Paul Rossi		X	X	
	John Suggs	X			
6	Joyce Colburn	X			
	Ann Marie Flynn	X			
	Catherine Talmadge	X			
	Christopher Urist	X			
7	Arthur Ashman, D.D.S.	X			
	Allen Bomes	X			
	Jack Klinge	X			
	Stephen Rubin	X			
8	Wendy Batteau	X			
	Michael Rea	X			
	Lois Schine	X			
	Jonathan Steinberg	X			
9	Eileen Flug	X			
	Kevin Green, Ph. D.	X			
	Velma Heller, Ed. D.		X	X	
	John McCarthy	X			
Total		31	5		